



City Council Meeting and Public Hearing MARCH 26, 2018

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS

A. Community Update:

1. North Fulton Community Charities - Barbara Duffy
2. Alpharetta Presbyterian - Dr. Oliver Wagner
3. Chabad of North Fulton - Rabbi Hirshy Minkowicz

V. PUBLIC HEARING

A. Z-17-15 / V-17-30: 10 & 37 Roswell Street/Alpharetta Town Commons

Consideration of a request to rezone 0.47 acres from SU (Special Use) to C-2 (General Commercial) to allow an existing building to be used for a restaurant with music venue. A 3,500 square foot expansion of the La Casa building is also proposed. A variance is requested to reduce parking requirements. The property is located at 10 & 37 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

B. PH-17-39 RAM Hospitality (Home 2 Suites)

Consideration of a change to previous conditions of zoning to allow for a material change to proposed retaining walls. The property is located at the southeast corner of Webb Bridge Road and Morris Road and is legally described as being located in Land Lot 1262, 2nd District, 2nd Section, Fulton County, Georgia.

VI. NEW BUSINESS

A. Concealable Body Armor for Public Safety (RFP 18-105)

B. Truck Route Ordinance Amendment (First Reading)

C. Additional Street Lights And Receptacle Outlets In Tree Wells Of City Center

D. Board / Commission Appointments: Codes Enforcement Board

E. Resolution - Fulton County Transit Master Plan and Proposed Pending Transit Legislation

VII. PUBLIC COMMENT

VIII. REPORTS

IX. ADJOURNMENT TO EXECUTIVE SESSION



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: Z-17-15/V-17-30 ALPHARETTA TOWN COMMONS/10 ROSWELL STREET

CITY COUNCIL: MARCH 26, 2018

This item was heard at the March 1, 2018 Planning Commission meeting. Staff recommended approval, subject to 7 conditions. One resident spoke against the request with concerns over off-site parking. After discussion, Planning Commission recommended to approve the item, subject to staff and applicant conditions. Vote (6-0).

II. RECOMMENDATION:

Approve Z-17-15/V-17-30 Rothman/10 and 20 Roswell Street, 37 Old Roswell Street subject to the following conditions:

1. Property shall be zoned C-2 and restricted to office, restaurant, retail, art studio, beauty salon/barber shop, art gallery, bakery, bank, book store, drug store, florist, theater or museum. A music venue shall be permitted and restricted to a maximum of 333 seats.
2. Music venue shall be restricted to operate from 7 PM – 2 AM on Friday and Saturday evenings (performances shall end by midnight). Music venue parking shall be directed to Roswell Street public lot to avoid impacts to existing restaurants in addition to offsite private accommodations. Applicant shall be required to submit an offsite parking plan and agreement to City Staff to mitigate impacts that may include off site valet and temporary signage to direct patrons to offsite parking. Applicant shall provide multiple year or renewed parking agreement each year for music/event space portion of restaurant prior to receiving a business license.
3. Existing building modifications shall require Design Review Board approval and at a minimum applicant shall replace existing awnings, add outdoor seating and landscape planters, as approved by Staff.
4. In-lieu of paying for all 70 spaces since an offsite agreement with the animal hospital has been provided for 43 parking spaces and with Wells Fargo Bank for 27 parking spaces, the applicant shall pay into the downtown fund the fee equal to cover any remaining required spaces. Amount shall be determined by the in-lieu fees approved by City Council. The amount may be further reduced if offsite parking agreements are provided within 550' of the site as approved by Staff. If any offsite leases are not extended or renewed the applicant shall be required to pay in lieu fee for spaces in excess of parking spaces available onsite prior to issuance of a business license.
5. Developer shall provide the City with a binding legal agreement providing for the protection and maintenance of the Phillips House (La Casa building).
6. La Casa addition shall not detract from the historical features of the structure and shall compliment and coordinate with corner pocket park. Design Review Board approval shall be required.
7. Applicant shall provide sufficient dumpster service to properly and completely enclose the trash and refuse as deemed and reviewed by Staff.

III. REPORT IN BRIEF:

The applicant, Bob Rothman, is requesting a rezoning from SU to C2 and a parking variance to allow existing office uses within a building to convert to restaurant and a music venue. The existing salon and corner restaurant would remain. The applicant is also requesting a 3,500 square foot addition to the La Casa restaurant at 37

Old Roswell Street. The applicant requests a parking variance. The subject property is located at 10 Roswell Street and 37 Old Roswell Street. Both addresses are part of one combined property.

DISCUSSION

The submitted request, if approved, will allow an existing building to operate a music venue and restaurant where office previously existed and continue the existing salon and restaurant uses. One variance is requested as well as a parking variance in order to permit off-site parking.

10 Roswell Street

The existing 2-story building at 10 Roswell Street is currently occupied with the Corner Deli and Aria Hair Salon. Office users have moved from the building and the applicant plans to convert the space to a music venue with approximately 330 seats and restaurant. Although these uses would be permitted by right within C2 zoning, this parcel is zoned SU (Special Use). It is zoned Special Use because the land was once owned by the City and when sold in 2013 the zoning was not changed. The sales document allowed many C2 uses permitted by right with the statement "and other retail uses permitted by the C-2 zoning classification under the City of Alpharetta's zoning ordinance and typically found in community or neighborhood shopping centers in the City of Alpharetta." Because a music venue of this size did not exist in other shopping centers in Alpharetta Staff informed the applicant that a rezoning was needed.

The use would occupy the top floor, about 5,000 square feet which could hold approximately 333 people. Code requires 1 per 4 seats, plus 1 employee space per 10 seats. The restaurant portion of the venue would be located downstairs. The code required parking for this use is 84 for patrons and 34 for employees for a total of 118 spaces. Of course these spaces would impact available evening spaces instead of day. Other uses within the building bring the total required for the building is 146 of course with the majority needed for evening music events. The property currently has 40 spaces so there will be an evening need of an additional 106 spaces. There are two nearby public parking lots as well as a proposed parking deck next to the cemetery on Milton Avenue. Until the deck is constructed the applicant should provide an offsite parking agreement to accommodate additional spaces needed. Of course since the music venue also has restaurant space some patrons will eat at the restaurant prior to the show or at other nearby restaurants.

The applicant's business plan states that the restaurant will be open 7 days a week from 11 am – 10 pm. The music events will be held on Friday and Saturdays the restaurant will close at 11. The music events are planned for Friday and Saturday nights after 8 pm.

La Casa Restaurant

This building is on the City's list of contributing historic properties and was built in 1930. The style is English Vernacular Revival and was the home of Dr. Walter Williams Phillips. The applicant is proposing a small kitchen addition of 500 square feet and an expansion of the dining room to blend existing with an improved outdoor/courtyard to complement the existing pocket park. They also plan to create a stronger entry since they have found that patrons have difficulty finding the front door due to existing ramps. All improvements are required to fit with existing historic style and will require approval. Only 1,500 of addition will accommodate additional seating space and no additional parking is required since the recent adoption of the Historic Preservation Ordinance.

Parking

The Downtown Master Plan Update and Alpharetta Downtown Code requirements replaced the HIS in 2015. The City is in the process of updating their current Downtown parking requirements to provide in-lieu fees for downtown businesses that can't meet their parking on site. This system will permit buildings to be built to the edge of street similar to main street as well as Milton Avenue instead of parking lots between buildings. In order to create a more walkable environment buildings should front the street and parking should be centralized in a downtown.

This property is located directly in front of the Old Roswell Street City Parking Lot and within 500' of the Roswell Street City Parking Lot. The City has plans to develop public parking at 92 Milton Avenue, which is approximately 350' from the property. The site is ideally situated near public parking.

The table below provides the parking required as well as credit for existing parking. The maximum parking need is 146 spaces in the evening, reducing that maximum need by 25% reduces to 110 spaces, and there are 40 onsite spaces. The shortfall would require payment into the parking fund for 70 spaces; however the applicant has obtained an 8 year lease with the Animal Hospital for 43 spaces reducing the number required to 27 spaces.

Use	SF	Parking Rate	Required Parking	Non Reserved Pay Fee	
Retail/Restaurant	13,300SF	2/1,000 SF	28		
Music venue	333 seats	1 space per 4 seats/1 peer 10 for employees	84 plus 34		
Subtotal					
Highest demand parking needed at one time (evening) plus restaurant			146		
Subtract 25% to allow shared for restaurants			110	Amount required for in-lieu \$965,000 (without offsite parking agreements)	
Proposed onsite			40		
Proposed offsite within 500'			43		
Parking Shortfall			27		

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: On-site parking on small downtown parcels is difficult to accommodate that is why encouraging shared parking and off-site parking agreements is key to a thriving downtown. A downtown is walkable which can take advantage of creative solutions to parking.

(2) The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: On-site parking on small downtown parcels is difficult to accommodate that is why encouraging shared parking and off-site parking agreements is key to a thriving downtown. A downtown is walkable which can take advantage of creative solutions to parking.

(3) There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: On-site parking on small downtown parcels is difficult to accommodate that is why encouraging shared parking and off-site parking agreements is key to a thriving downtown. A downtown is walkable which can take advantage of creative solutions to parking.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: On-site parking on small downtown parcels is difficult to accommodate that is why encouraging shared parking and off-site parking agreements is key to a thriving downtown. A downtown is walkable which can take advantage of creative solutions to parking.

CONCURRENCES

Staff has reviewed the application and is generally in agreement. The applicant's requested use is consistent with the Alpharetta Downtown Code. A music venue would be a good addition to the downtown and provide a use that doesn't currently exist. The only other small indoor music venue in the City is the Velvet Note on Old Milton Parkway, however they are smaller and only accommodate about 45 guests. The applicant should provide an offsite parking arrangement to valet or shuttle people to cars to help keep music venue patrons from using all spaces behind the existing building which are currently used for other restaurants. Of course many attending the music venue will visit other restaurants in addition to the venue's restaurant. The applicant has provided an offsite parking agreement with the animal hospital to use their 43 parking spaces in the evening. The applicant will be required to provide adequate temporary signage and plan so the public is aware of the venue parking. The applicant also provided an off-site agreement for parking at the Wells Fargo bank, however, this location is not within 500' of the subject site.

Existing parking in the Downtown requires expansion in order to serve this use and additional growth occurring in the Downtown. It is difficult to provide on-site parking on small downtown parcels as it would limit density and in some areas parcels would be purchased and developed solely for the purpose of

surface parking. This could be a detriment to building connectivity and needed density along downtown streets.

The City has budgeted over \$7 million to construct additional parking in the Downtown. The previous Historic Downtown Incentive Zoning (HDIZ) contemplated the parking issue by offering developers the option of contributing to a parking fund in lieu of providing on-site parking, which would be used to build communal parking deck spaces. That document required half of the parking be provided on-site and the applicant could pay \$4,500.00 per space into the Downtown parking fund to satisfy the remaining parking requirement.

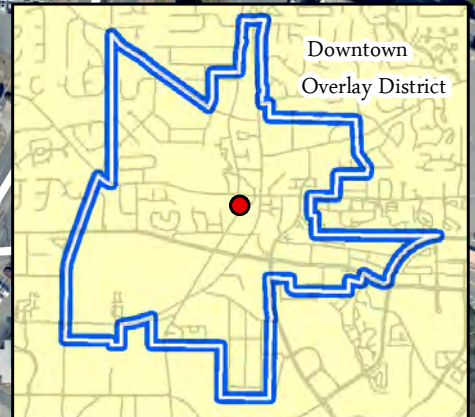
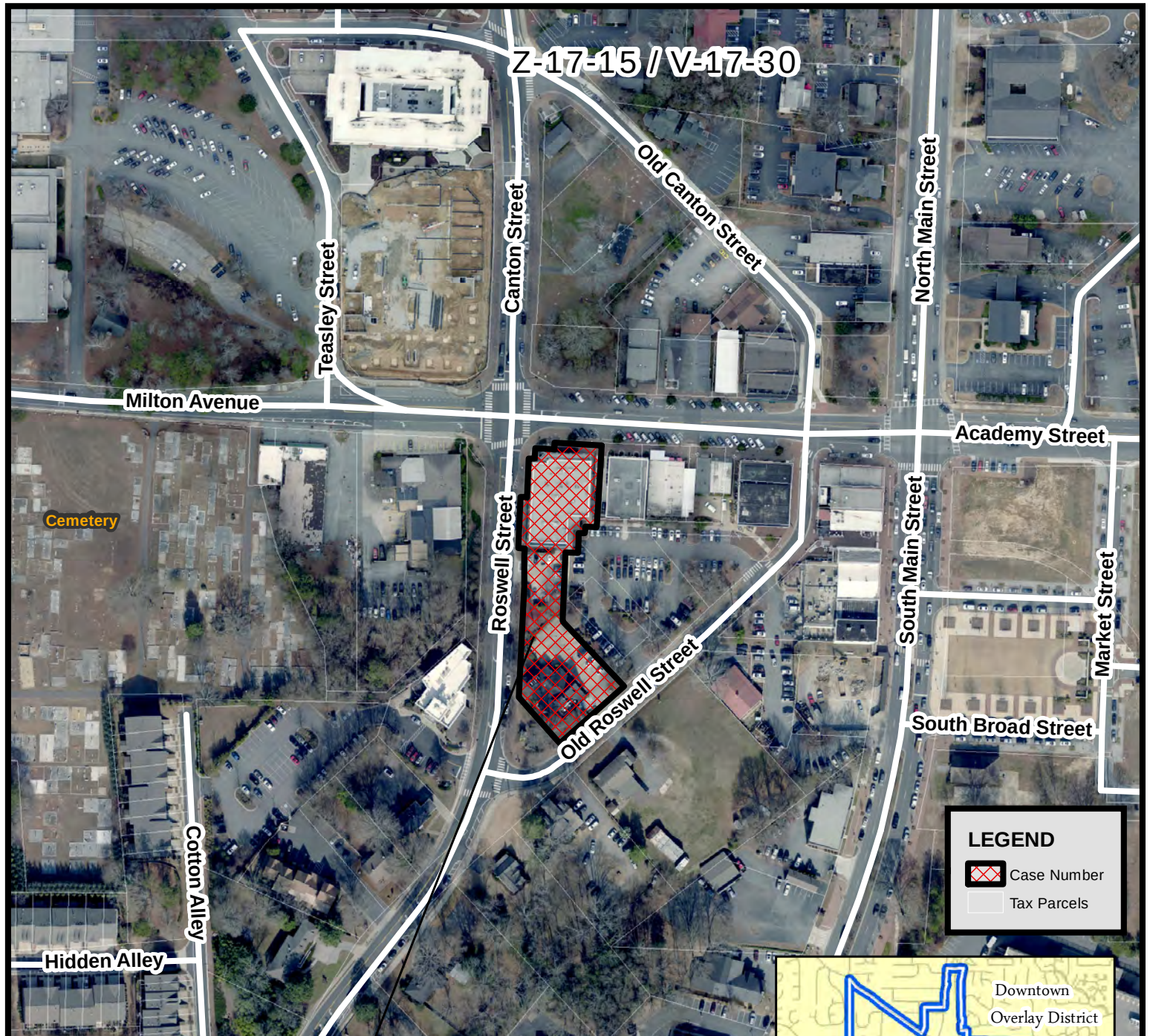
The Downtown Plan states the intent and purpose is for Downtown Alpharetta to be a focal point for high-quality mixed-use development. The property is within an area designated 'Central Business District', which permits higher densities and building heights than other areas in the Downtown Overlay. It should be noted that each request for parking variances and contributions to the Parking Fund are based upon the available inventory at the request time, as well as proximity to structured parking.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.

IV. ATTACHMENTS:

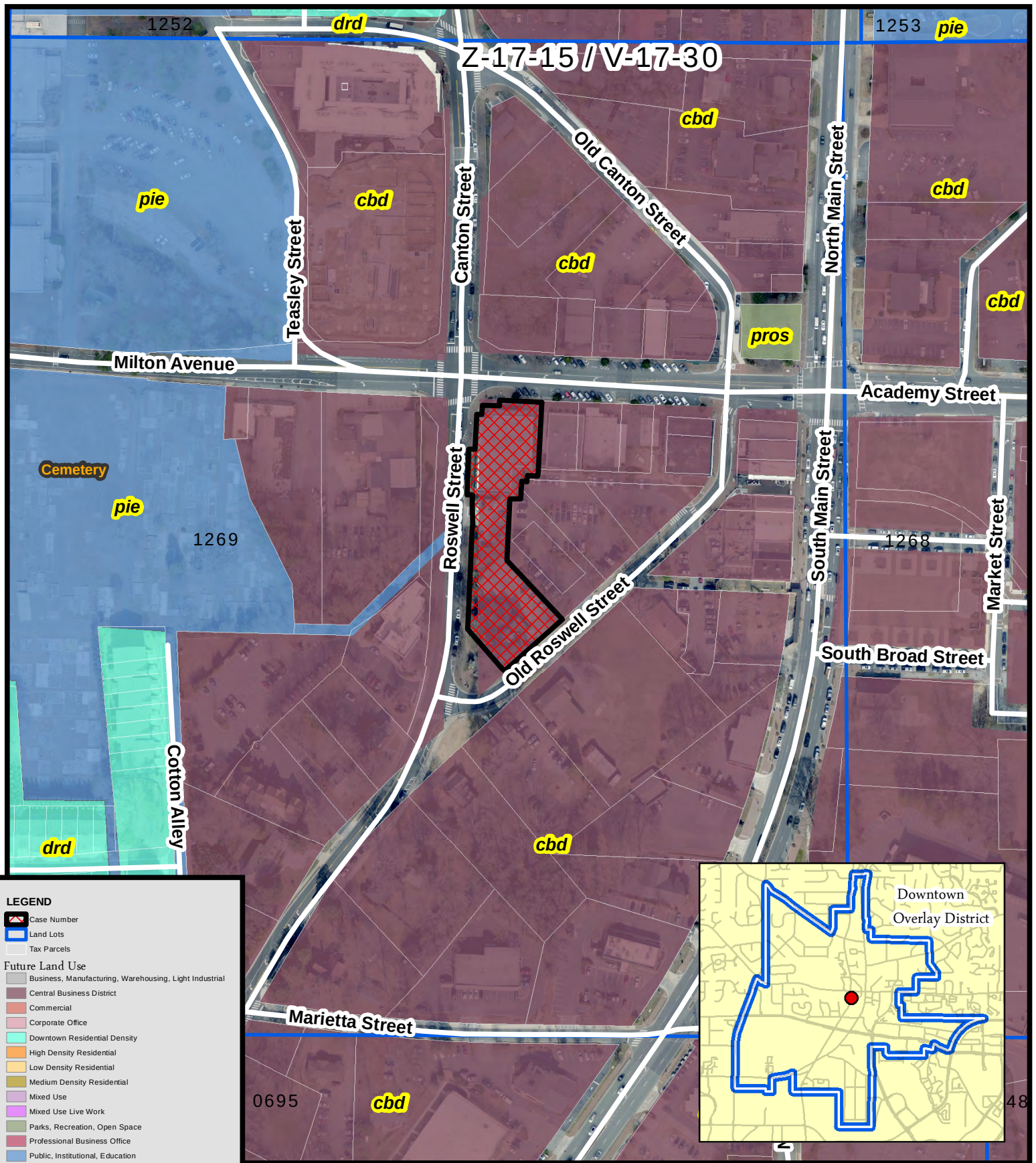
- Site Plan
- Architectural Elevations



Aerial Map
Alpharetta Town Commons
 10, 20 & 37 Roswell Street

Z-17-15 / V-17-30
 D/LL: 2/2/1269
 PC Date: 2/01/18
 CC Date: 3/26/18

Location Map Provided by:
 Community Development - GIS

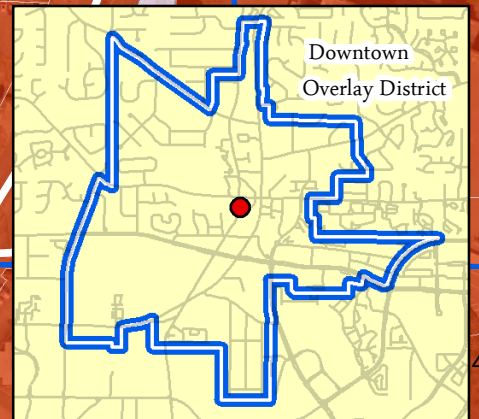
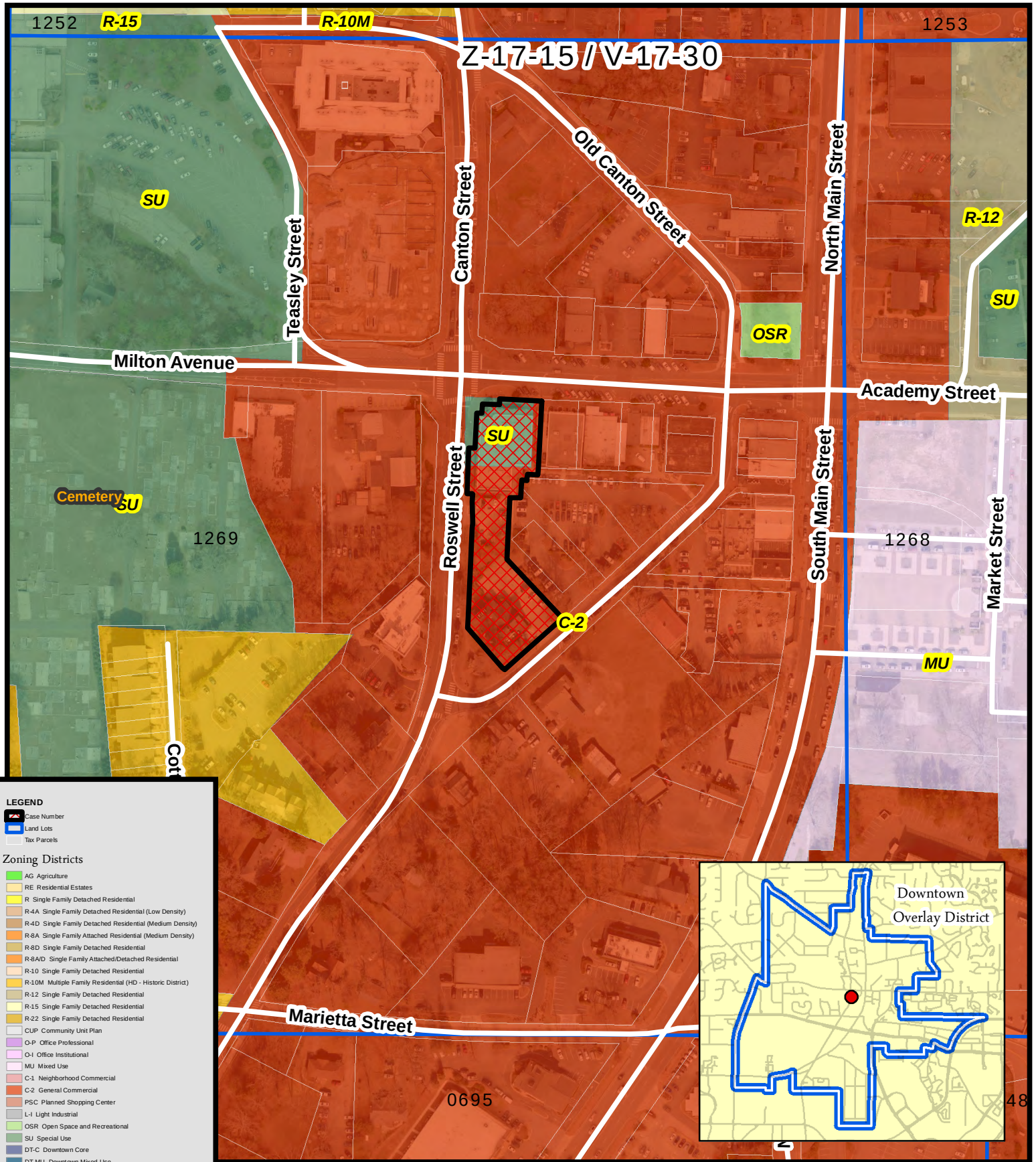


Future Land Use
Alpharetta Town Commons
 10, 20 & 37 Roswell Street

Z-17-15 / V-17-30
 D/L/L: 2/2/1269
 PC Date: 2/01/18
 CC Date: 3/26/18

Location Map Provided by:
 Community Development - GIS





Z-17-15 / V-17-30
D/LL: 2/2/1269
PC Date: 2/01/18
CC Date: 3/26/18

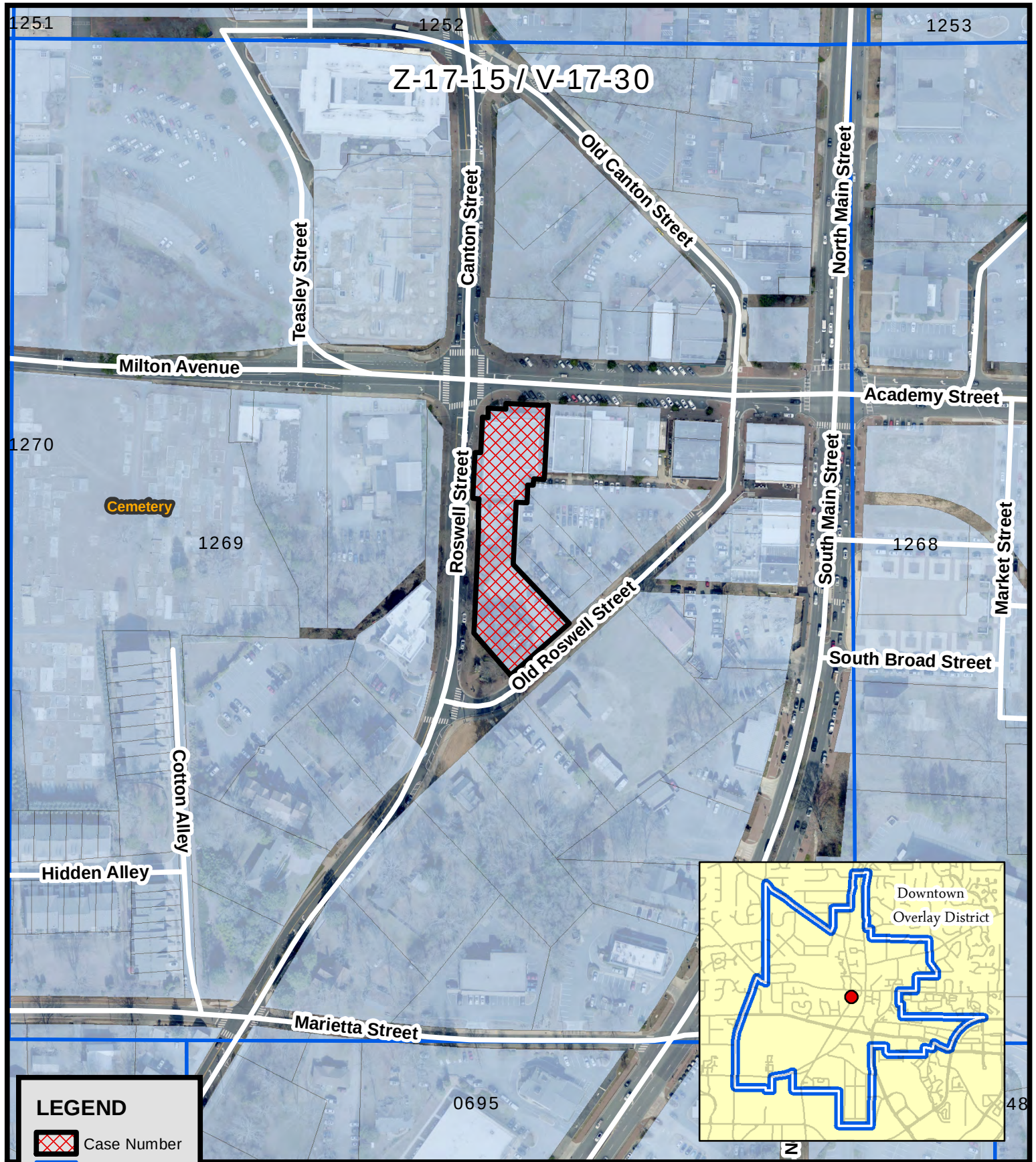


Zoning Map

Alpharetta Town Commons

10, 20 & 37 Roswell Street

Location Map Provided by:
Community Development - GIS



Location Map

Alpharetta Town Commons

10, 20 & 37 Roswell Street

Z-17-15 / V-17-30
 D/LL: 2/2/1269
 PC Date: **3/01/18**
 CC Date: **3/26/18**

Location Map Provided by:
 Community Development - GIS

10 Roswell Street—500 Foot Buffer



ROLADER & ROLADER, P.C.

ATTORNEYS AND COUNSELORS AT LAW
1865 LOCKEWAY DRIVE, SUITE 601
ALPHARETTA, GEORGIA 30004
Telephone (770) 442-0330
Fax (770) 442-0641
www.roladerandrolader.com

DONALD A. ROLADER
don@roladerandrolader.com

D.W. "Pete" ROLADER
1924 - 2011

February 19, 2018

Mayor and City Council
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

RE: Z-17-15V-17-30, Application of Alpharetta Town Commons, LLC for Rezoning, Height Variance and Parking Variance at 10/37 Roswell Street

SECOND AMENDMENT TO LETTER OF INTENT

Dear Mayor and Councilmembers:

Applicant has filed an Application as referenced above for rezoning, variances AND Conditional Use. The purpose of this correspondence is to revise Applicant's requests. Applicant hereby amends its application as follows:

1-By amending the first page of the Public Hearing Application to delete the mark for the box for Conditional Use. Applicant hereby withdraws its request for a Conditional Use.

2-By amending the Property Owner Authorization to remove the mark for the box "Conditional Use".

3-By amending Applicant's Request to request that the 10 Roswell Street property be rezoned C-2 so that it conforms to the zoning for 37 Roswell Street.

4-By amending Applicant's Request to permit a music venue with 333 seats as a permitted use in the existing building at 10 Roswell Street.

5-To amend Applicant's Request to withdraw the request for the additional office building and parking/pedestrian easements to the City property entirely.

6-To withdraw the request for a height variance for the additional office building.

7-To amend the parking variance to allow Applicant to locate 65 parking spaces offsite with written parking agreements for use, and/or to pay into the downtown parking fund for any spaces not provided in offsite parking facilities.

In summary, Applicant's request is now to rezone 10 Roswell Street to C-2, to permit a music venue of with a maximum of 333 seats as a permitted use in the existing building at 10 Roswell Street, to permit a 3,500 square foot expansion of the La Casa Restaurant at 37 Roswell

Mayor and City Council
February 19, 2018
Page Two

Street, and to permit a parking variance to permit 65 parking spaces to be located offsite in lieu of payment into the parking fund or be allocated by payment to the downtown parking fund.

Except as hereby amended, the application, as previously amended, shall remain unchanged.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald A. Rolader". The signature is fluid and cursive, with the first name "Donald" and last name "Rolader" clearly distinguishable.

Donald A. Rolader, Esq.

cc: Bob Rothman
Kathi Cook

9/27/17

Rachell Garrett Hall/Rothman

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Bob Rothman

Telephone: 404-777-0111

Address: 2660 Peachtree Road, NW

Suite: Unit 32 G

City Atlanta

State: GA

Zip: 30305

Fax: _____

Mobile Tel: 404-479-7011

Email: bob.rothman@icloud.com

Subject Property Information:

Address: 10 & 37 Roswell Street

Current Zoning: C-2 / SU

District: 2

Section: 2

Land Lot: 1269

Parcel ID: 22-4283-1269-083-1(37)/22-4283-1269-080-7(10)

Proposed Zoning: C-2

Current Use: retail, office, restaurant

This Application For (Check All That Apply):

☐ Conditional Use☐ Master Plan Amendment☒ Rezoning☐ Master Plan Review☒ Variance☐ Public Hearing☐ Comprehensive Plan Amendment☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

The property will be used for office, retail, restaurant, music venue and related permissible C-2 uses in the existing buildings.

Applicant's Request (Please itemize the proposal):

Applicant requests to rezone 10 Roswell Street to C-2, to allow a 333 seat music venue as a permitted use at 10 Roswell Street, to permit a 3500 sf expansion of the restaurant at 37 Roswell Street, and to allow a variance to permit up to 65 parking spaces to be provided off site and/or by payment into the downtown parking fund.

Applicant's Intent (Please describe what the proposal would facilitate):

Applicant's intent is to operate 10 and 37 Roswell Street as C-2 uses with a combination of office, restaurants, retail shops, a music venue of 333 seats and other permissible C-2 uses.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed uses are entirely compatible with existing and approved downtown core uses.

How will this proposal affect the use and value of the surrounding properties?

Approving this proposal will compliment the use of surrounding properties and increase property values.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

The SU zoning is out of character for the surrounding area and is the result of prior City ownership. Rezoning the property C-2 conforms it to abutting zonings.

What would be the increase to population and traffic if the proposal were approved?

See the generation figures for traffic generation. The uses are proposed in existing structures and should cause minimal increase in population. No residences are planned.

What would be the impact to schools and utilities if the proposal were approved?

There will be no impact to schools. Utilities are available to service the needs of these existing buildings.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

it is consistent with the Downtown Plan as to use and zoning.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Downtown is currently developing as a mix of residential, retail, office, restaurant and hotel uses. This proposal exists and is complimentary to the current development patterns.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

The property has existed for years downtown. Downtown has always had extremely limited parking facilities. This property is developed, and is constrained by its property lines and boundaries on 2 city streets. Applicant has no location on the property to provide additional parking.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Insisting on UDC required parking would preclude additional restaurant/music venue use of the property. Applicant is willing to mitigate parking with off site parking agreements and/or contributions to the Downtown parking fund.

Are there conditions that are peculiar to the subject property? Please describe them in detail.

The property is presently developed to the property boundaries and public street rights-of-way. There is no place on site to provide additional parking.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

Granting the variance will not cause any substantial detriment to the public good or impair the purpose or intent of the UDC. The largest parking demand will be after 6:00 pm. when there is far less demand on parking.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bob Rothman / Alpharetta Town Commons, LLC

Telephone: 404-777-0111

Address: 2660 Peachtree Road, NW

Suite: Unit 32 G

City Atlanta

State: GA

Zip: 30305

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other _____ |

Identify Authorized Applicant:

Name of Authorized Applicant: Bob Rothman / Alpharetta Town Commons, LLC

Telephone: 404-777-0111

Address: 2660 Peachtree Road, NW

Suite: Unit 32 G

City Atlanta

State: GA

Zip: 30305

So Sworn and Attested:

Owner Signature:

(Bob Rothman)

Date:

8/30/17

Notary:

Kristina Lynn Warbington

Notary Signature:

Kristina Lynn Warbington



Date:

8-30-17

9/27/17

9/11/17

Rachell Garrett Hall/Rothman

RACHELL GARRETT HALL/ROTHMAN

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bob Rothman / Alpharetta Town Commons, LLC

Telephone: 404-777-0111

Address: 2660 Peachtree Road, NW

Suite: Unit 32 G

City Atlanta

State: GA

Zip: 30305

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other _____ |

Identify Authorized Applicant:

Name of Authorized Applicant: Bob Rothman / Alpharetta Town Commons, LLC

Telephone: 404-777-0111

Address: 2660 Peachtree Road, NW

Suite: Unit 32 G

City Atlanta

State: GA

Zip: 30305

So Sworn and Attested:

Owner Signature: _____

(Bob Rothman)

Date: 8/30/17

Notary: Kristina Lynn Warbington

Notary Signature: Kristina Lynn Warbington



Date: 8-30-17

9/27/17

Z-17-15/V-17-30

Rachell Garrett Hall/Rothman

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Bob Rothman

Subject Public Hearing Case: 10 & 37 Roswell Street

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution has been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: N/A

Position:

Description of Contribution: N/A

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature:

 (Bob Rothman)

Date:

8/29/2017

9/27/17

Rachell Garrett Hall/Rothman

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 10 & 37 Roswell Street

Contact Name: Don Rolader

Telephone: 770-442-0330

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

All persons listed on Exhibit "A" attached hereto and

incorporated herein by reference.

Method by which these individuals will be contacted. Please mark all that apply. If you select "Other," please provide a description of the method of contact that will be used.



Letter



Personal Visits



Telephone



Group Meeting



Email



Other (Please Specify) _____

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

They may respond by letter, telephone call, fax, email or in person meeting.

9/27/17

EXHIBIT "A"

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

WEST CANTON LLC
11785 NORTHFALL LN SUITE 510
ALPHARETTA GA 30009

LOCKWOOD JOSEPH K
369 DORRIS RD
ALPHARETTA GA 30004

STONEWALK LOFTS ALPHARETTA LLC
12611 ITASKA WALK
ALPHARETTA GA 30004

EAST CANTON LLC
11785 NORTHFALL LN SUITE 510
ALPHARETTA GA 30009

LOCKWOODY JOSEPH K
369 DORRIS RD
ALPHARETTA GA 30004

WEST CANTON LLC
11785 NORTHFALL LN SUITE 510
ALPHARETTA GA 30009

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

ONE SOUTH MAIN LLC
710 COOPER SANDY CV
ALPHARETTA GA 30004

EAST CANTON LLC
11785 NORTHFALL LN SUITE 510
ALPHARETTA GA 30009

SEA MIST IOP LP
185 N PLAZA CT
MOUNT PLEASANT SC 29464

TWENTY NORTH MAIN LLC
233 CANTON ST
ALPHARETTA GA 30004

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

CITY OF ALPHARETTA
6765 KALI CT
SUWANEE GA 30024

CITY OF ALPHARETTA
0 P.O. BOX 33275
DECATUR GA 30033

LEAFE STEPHEN P
30 MILTON AVE
ALPHARETTA GA 30004

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

PHILLIPS ERMINE B
205 SLATON CIR
ROSWELL GA 30075

D & R MILLER HOLDINGS LLC
980 BIRMINGHAM RD SUITE 501-391
ALPHARETTA GA 30004

JWJ REAL ESTATE LLC
45 ROSWELL ST SUITE A
ALPHARETTA GA 30009

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

DELSON STORES INC
3270 COCHISE DR
ATLANTA GA 30339

CITY OF ALPHARETTA CORO REALTY LES
SEE
P O BOX 450233
ATLANTA GA 31145

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

55 ROSWELL ST LLC
15144 TAYLOR RD
MILTON GA 30004-3519

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30201

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

WATERS BUILDING LLC THE
241 LAKE FORREST LN NE
ATLANTA GA 30342-3211

KELL BUILDING PARTNERS LLC
131 ROSWELL ST SUITE B201
ALPHARETTA GA 30009

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

FREDENBERG GARY A & PAMELA
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30009

ARIEL HOLDINGS II FIFTY FOUR ROSWE
LL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

ARMISTEAD PROPERTY GROUP LLC
3765 BOZEMAN LAKE RD NW
KENNESAW GA 30144

EAST CANTON LLC
11785 NORTHFALL LN SUITE 510
ALPHARETTA GA 30009

DUANE JAMES G & EDITH E
12460 CRABAPPLE RD SUITE 202 #317
ALPHARETTA GA 30004

COLLINS MARINE GROUP THE
88 ROSWELL ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
1065 CHANTILLY DR
ALPHARETTA GA 30004

HEIGHT EQUITIES INC
16 BROAD ST
RED BANK NJ 07701

INFORMATION DESIGN CORP
1192 GLOVERVILLE TER
THE VILLAGES FL 32162-8732

FREDENBERG GARY A & PAMELA
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

STONEWALK LOFTS ALPHARETTA LLC
12611 ITASKA WALK
ALPHARETTA GA 30004

EAST CANTON LLC
1785 NORTHFALL LANE SUITE 510
ALPHARETTA GA 30009

BLALOCK ESTATE HOLDINGS LLC
7215 DONCASTER CT
CUMMING GA 30040-7662

PROJECT JKL LLC
65 ROSWELL ST
ALPHARETTA GA 30004

MILTON CAPITAL FUND LLC
705 WINDWALK DR
ROSWELL GA 30076

28 NORTH MAIN STREET LLC
3270 COCHISE DR SE
ATLANTA GA 30339-4319

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE SUITE T 70
ATLANTA GA 30329

LANPEG LLC
35 OLD CANTON ST
ALPHARETTA GA 30004

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

PRINCE FRANKLIN D & PRINCE VIRGINI
A C
12088 COTTON ALY
ALPHARETTA GA 30009

LUNSFORD SARA H
245 CHINABERRY DR
ROSWELL GA 30076

HINES JAN C
80 MILTON AVE
ALPHARETTA GA 30009-1508

KEATLEY DONN BRADFORD
12090 COTTON ALY
ALPHARETTA GA 30009

FULTON COUNTY BOARD OF EDUCATION
786 CLEVELAND AVE
ATLANTA GA 30315

CARLOS L BAGWELL REVOCABLE TRUST T
HE
40 ROSWELL ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

WEST CANTON LLC
11785 NORTHFALL LANE SUITE 510
ALPHARETTA GA 30009

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

PRASANTH PROPERTIES LLC
416 PIRKLE FERRY RD SUITE H400
CUMMING GA 30040

PALMER FAMILY INVESTMENTS LLC
79 S MAIN ST
ALPHARETTA GA 30009

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE SUITE T 70
ATLANTA GA 30329

NASO VICKI
12092 COTTON ALY
ALPHARETTA GA 30009

CHALK2CHAMPIONS LLC
38 N MAIN ST
ALPHARETTA GA 30009

JAROSH DENNIS & PETRI JOSEPH L
12094 COTTON ALY
ALPHARETTA GA 30009-7983

RAM DEVELOPMENT PARTNERS, LLC
14195 HOPEWELL ROAD
MILTON, GA 30004

BISH TRAVIS J & JACKSON KATHERINE E
12096 COTTON ALY
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2667 CRESTWORTH LN
BUFORD GA 30519

CITY OF ALPHARETTA
287 SOUTH MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA GA THE
2 S MAIN ST
ALPHARETTA GA 30009

DELSON STORES INC
3012 RIVERMEADE DR NW
ATLANTA GA 30327

PARSONS JAMES J
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

EXHIBIT "A"

Legal Description

Surveyed Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and beginning in Land Lot 1269 of the 2nd District, 2nd Section, City of Alpharetta, Fulton county, Georgia and being more particularly described as follows:

Commencing at the intersection of the projected east right of way line of the relocated Roswell Street (R/W Varies) and the projected south right of way line of Milton Avenue (R/W Varies);
Thence along said southerly right of way South 87 degrees 08 minutes 31 seconds East, 36.57 feet to a point, said point being the POINT OF BEGINNING;

Thence running along said southerly right of way a bearing of South 87 degrees 08 minutes 31 seconds East a distance of 68.67 feet to point;

Thence leaving said right of way running along the property line bounded on the east by the lands now or formerly of SPCP Group VILLC a bearing of South 03 degrees 16 minutes 29 seconds West a distance of 119.53 feet to a point;

Thence running along the property line bounded on the south by lands now or formerly of the City of Alpharetta a bearing of North 87 degrees 22 minutes 34 seconds West a distance of 16.99 feet to a #4 rebar set;

Thence running along the property line bounded on the east by lands now or formerly of the City of Alpharetta a bearing of South 02 degrees 37 minutes 26 seconds West a distance of 10.27 feet to a #4 rebar set;

Thence running along the property line bounded on the south by lands now or formerly of the City of Alpharetta a bearing of North 87 degrees 22 minutes 34 seconds West a distance of 8.83 feet to a #4 rebar set;

Thence running along the property line bounded on the east by lands now or formerly of the City of Alpharetta a bearing of South 02 degrees 37 minutes 26 seconds West a distance of 28.73 feet to a point;

Thence running along the property line bounded on the south by lands now or formerly of the City of Alpharetta a bearing of North 87 degrees 22 minutes 34 seconds West a distance of 18.01 feet to a nail set;

Thence running along the property line bounded on the east by lands now or formerly of the City of Alpharetta a bearing of South 02 degrees 29 minutes 50 seconds West a distance of 102.24 feet to a #4 rebar set;

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

Thence running along the property line bounded on the northeast by lands now or formerly of the City of Alpharetta a bearing of South 43 degrees 31 minutes 20 seconds East a distance of 128.40 feet to a point on the northwesterly right of way of Old Roswell Street (50 right of way);

Thence running along said right of way a bearing of South 48 degrees 19 minutes 37 seconds West a distance of 4.64 feet to a #4 rebar found;

Thence running a bearing of North 41 degrees 24 minutes 17 seconds West a distance of 85.51 feet to a #5 rebar found on the easterly right of way of Roswell Street (right of way varies);

Thence running along said right of way a curve turning to the left an arc length of 16.29', said curve having a radius of 588.04', subtended by a chord of 16.29', with a chord bearing of North 03 degrees 22 minutes 31 seconds East to a concrete monument found;

CONSTITUTIONAL OBJECTIONS

Georgia Law and the procedures of the City of Alpharetta require us to raise Federal and State Constitutional objections during the rezoning/variance application process. While the Owner anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the owner will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

A denial of the Application would be unconstitutional in that it would destroy the Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Alpharetta, or the Unified Development Code of the City of Alpharetta, to the Subject Property that prohibits the Owner from developing the Subject Property as proposed is unconstitutional, illegal, null and void because such an application constitutes a taking of the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983 and a violation of the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would also constitute an arbitrary and capricious act by the City of Alpharetta without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City of Alpharetta to grant the Application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and Owners of similarly situated property in violation of Article I,

9/27/17

Z-17-15/V-17-30
Rachell Garrett Hall/Rothman

Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application that subjects the Subject Property to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the effect of further restricting the Owner's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

In addition, this constitutes formal written notice to City of Alpharetta, pursuant to O.C.G.A. § 36-33-5, that the Owner plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Subject Property by the City of Alpharetta. Such damages may include, but are not necessarily limited to, damages related to the diminution in the value of the Subject Property, attorneys' fees and expenses of litigation.

Accordingly, the Owner respectfully requests that the City of Alpharetta grant the Variance Application as requested.

ROLADER & ROLADER, P.C.

By: 
Donald A. Rolader
Attorney for Owner

1865 Lockeway Drive
Suite 601
Alpharetta, GA 30004
770-442-0330

10/23/17

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Alpharetta Town Commons, LLC / Rothman / 10 & 37 Roswell Street

Contact Name: Don Rolader

Telephone: 770-442-0330

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

None to date. Response will be amended as inquiries are received

Method by which these individuals were contacted. Please mark all that apply. Please provide samples of any and all written communications used to provide notification.

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

See Exhibit "A" attached

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: Donald A. Rolader (Donald A. Rolader)

Date: 10/23/2017

Print Form

10/23/17

ALPHARETTA TOWN COMMONS, LLC
5825 Glenridge Drive
Bldg. 1, Suite 206
Atlanta, Georgia 30328

October 17, 2017

Property Owner

RE: V-17-30 / Rezoning Application, Height Variance and Parking Variance and Conditional Use Application by Alpharetta Town Commons, LLC for property located at 10 and 37 Roswell Street

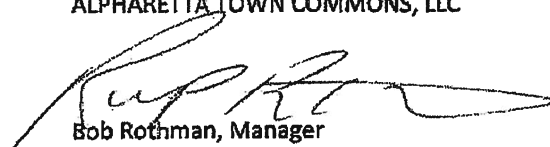
Dear Property Owner:

Alpharetta Town Commons, LLC has filed an application for rezoning from SU to C-2, a height variance, parking variance and a Conditional Use to permit one residential penthouse dwelling unit on this property.

The Planning Commission meeting is scheduled for December 7, 2017 at 6:30 p.m. at City Hall. The City Council meeting is scheduled for December 18, 2017 at 6:30 p.m. at City Hall. If you have questions or would like additional information, please contact Don Rolader at 770-442-0330. His fax number is 770-442-0641, and his email is don@roladerandrolader.com. His address is 1865 Lockeway Drive, Suite 601, Alpharetta, GA 30004.

Sincerely,

ALPHARETTA TOWN COMMONS, LLC



Bob Rothman, Manager

10/23/17

Beanies Prop LLC
233 Canton St.
Alpharetta, GA 30004

28 North Main St. LLC
3270 Cochise Drive
Atlanta, GA 30339

Parsons Ace Hardware
10465 Stonefield Lndg.
Duluth, GA 30097-5951

Thirty Four Thirty Six Church St. LLC
233 Canton Street
Alpharetta, GA 30004

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Carlos L Bagwell Revocable Trust
40 Roswell St
Alpharetta, GA 30009

Martha Stone
1525 Holbrook Campground Rd
Cumming, GA 30040

Alpharetta Town Commons LLC
2801 Buford Hwy NE
Suite T 70
Atlanta, GA 30329

33 South Main LLC
1905 Evergreen Ln
Alpharetta, GA 30009

Sara H Lunsford
245 Chinberry Dr
Roswell, GA 30076

Milton Capital Fund LLC
705 Windwalk Dr
Roswell, GA 30076

Palmer Family Investments LLC
79 S. Main St
Alpharetta, GA 30009

Larry L & Marge A Attig
225 Oakmere Dr
Alpharetta, GA 30009

Stonewalk Loft Alpharetta LLC
170 Westbury Lane
Alpharetta, GA 30005

Stephen P Leafe
30 Milton Ave
Alpharetta, GA 30009

Chalk 2 Champions LLC
38 N. Main St
Alpharetta, GA 30009

Blue Devil Asso. LLC
1100 Powers Place
Alpharetta, GA 30004

D & R Miller Holdings LLC
980 Birmingham Rd
Suite 501-391
Alpharetta, GA 30004

Hyper Chatter LLC
11680 Great Oaks Way
Suite 175
Alpharetta, GA 30022

Alpharetta First United Methodist
Church Inc.
69 North Main Street
Alpharetta, GA 30004

44 Milton Ave Partners LLC
53 South Main St
Suite 300
Alpharetta, GA 30009

East Canton LLC
West Canton LLC
11785 Northfall Lane, Suite 510
Alpharetta, GA 30009

GA Fed Sav & Loan Assn.
P.O. Box 2609
Carlsbad, CA 92018-2609

Cemetery
3693 Stewart Road
Atlanta, GA 30340

RAM Development Partners LLC
14195 Hopewell Road
Milton, GA 30004

First Baptist Church of Alpharetta
42 Academy Street
Alpharetta, GA 30009-3702

Sea Mist IOP LP
185 N. Plaza Court
Mount Pleasant SC 29464

Delson Stores Inc.
3270 Cochise Drive
Atlanta, GA 30339

Joseph K Lockwood
369 Dorris Rd
Alpharetta, GA 30004

Sedg Investments LLC
13050 Bethany Road
Alpharetta, GA 30009

10/23/17

JWJ Real Estate LLC
45 Roswell St. Suite A
Alpharetta, GA 30009

City of Alpharetta Coro Realty
Lessee
P. O. Box 450233
Atlanta, GA 31145

One South Main LLC
710 Cooper Sandy Cv.
Alpharetta, GA 30004

Twenty North Main LLC
233 Canton Street
Alpharetta, GA 30004

Estate of Ermine B. Phillips
c/o Nancy Phillips
205 Slaton Circle
Roswell, GA 30075

55 Roswell St. LLC
15144 Taylor Road
Milton, GA 30004-3519

Kell Building Partners LLC
131 Roswell St., Suite B201
Alpharetta, GA 30009

Ariel Holdings LLC
48 Old Roswell St.
Alpharetta, GA 30009

Ariel Holdings II Fifty Four
Roswell St. LLC
54 Roswell St.
Alpharetta, GA 30009

James G. & Edith E. Duane
12460 Crabapple Rd.
Suite 202 #317
Alpharetta, GA 30004

Height Equities Inc.
16 Broad St.
Red Bank, NJ 07701

Blalock Estate Holdings LLC
7215 Doncaster Ct.
Cumming, GA 30040-7662

Jan C. Hines
80 Milton Avenue
Alpharetta, GA 30009

Armistead Property Group LLC
3765 Bozeman Lake Rd. NW
Kennesaw, GA 30144

The Collins Marine Group
88 Roswell St.
Alpharetta, GA 30004

Information Design Corp.
1192 Gloverville Ter.
The Villages, FL 32162-8732

Project JKL LLC
65 Roswell St.
Alpharetta, GA 30004

Franklin & Virginia Prince
12088 Cotton Aly
Alpharetta, GA 30009

Donn Bradford Keatley
12090 Cotton Aly
Alpharetta, GA 30009

Lanpeg LLC
35 Old Canton St.
Alpharetta, GA 30004

Fulton County Board of Education
786 Cleveland Avenue
Atlanta, GA 30315

Vicki Naso
12092 Cotton Aly
Alpharetta, GA 30009

Dennis Jarosh & Joseph Petri
12094 Cotton Aly
Alpharetta, GA 30009

Travis Bish & Katherine Jackson
12096 Cotton Aly
Alpharetta, GA 30009

James J. Parsons
10465 Stonefield Lndg.
Duluth, GA 30097-5951

Prasanth Properties LLC
416 Pirkle Ferry Rd.
Suite H400
Cumming, GA 30040

Revised Site Plan 2.19.18

10 ROSWELL STREET

LA CASA EXPANSION

LA CASA FOOTPRINT

LA CASA EXPANSION

OLD ROSWELL ST. R/W VARIES

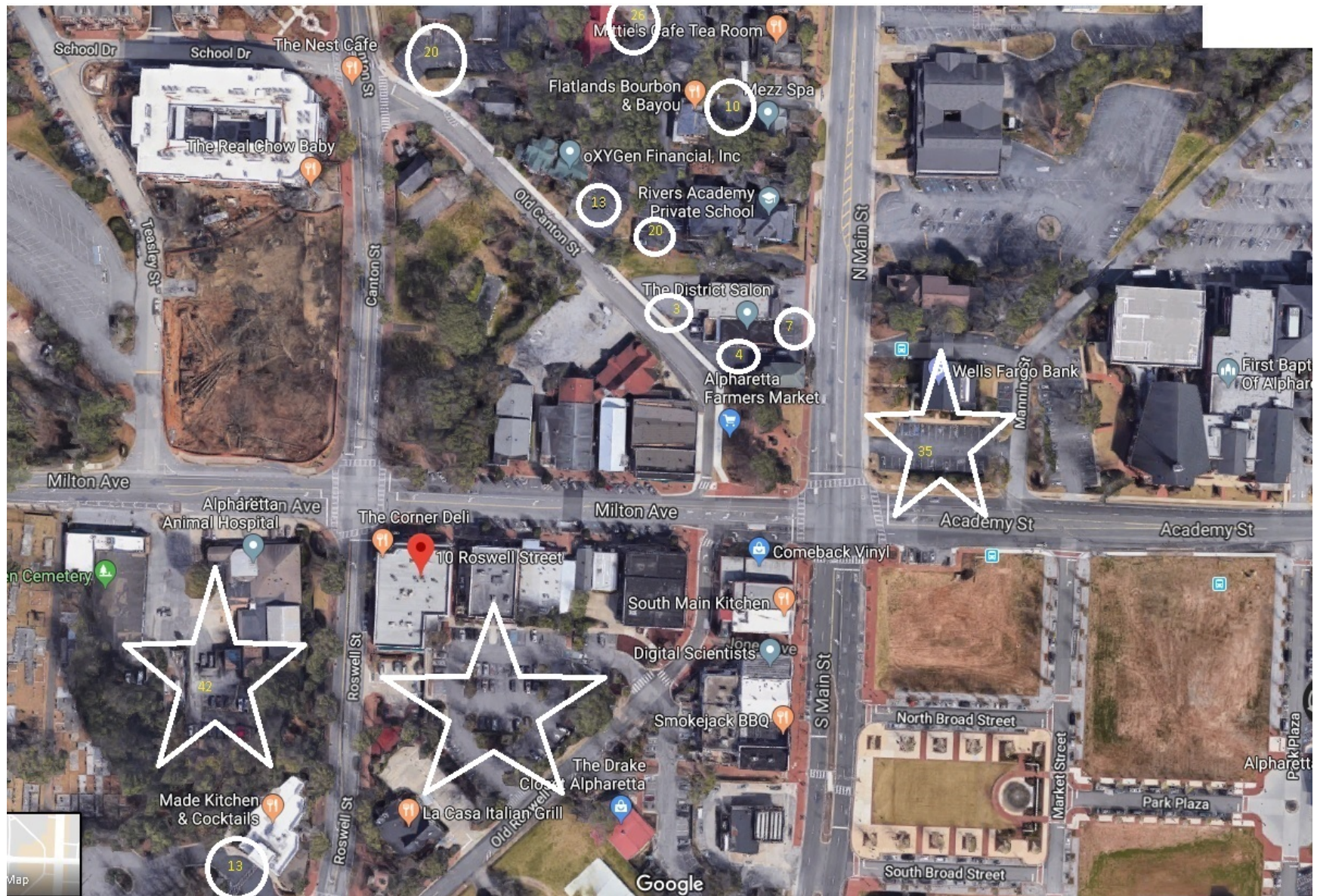
ARCHITECT
D. TRACY WARD
EST. 1993

REVISED
3:36 pm, Feb 19, 2018

EST. 1993

3:36 pm, Feb 19, 2018

Parking Star Map 2/21/2018



Alpharetta Animal Hospital Parking Agreement 2/21/2018

Parking Space Agreement

- I. The parties.
Alpharetta Animal Hospital P.C. (Grantor)
The Copper Fox LLC (Grantee)

This agreement is dated on 2-21-18 2018. By and Between the Grantor and Grantee located in Alpharetta GA 30009 with a walking Proximity to The Copper Fox Address of 10 Roswell Street Alpharetta GA 30009 is to allow The Copper fox LLC to use the Parking lot associated with Alpharetta Animal Hospital Commonly known as The Vet at Alpharetta Ave. with 43 parking Spaces at 80 Milton Ave Alpharetta GA 30009 (Address) after 8pm on Friday and Saturday night.

- II. Term.
The term of this agreement begins on 2-21-18 2018 and does not expire until 12-31-28. This Document is automatically renewable with consent from both parties to continue with an unlimited term as both parties see fit.
- III. Special Provisions.
All Parties agree and acknowledge that the parking spaces will not be used during the day from 8am until 8pm and the parking spaces will not hinderer the standard flow of traffic in the down town area.

- IV. Permissions.
The Grantor certifies that they have the right to grant such permissions for the use of parking spaces and agree to hold harmless The Copper Fox LLC and any of its members along with the City of Alpharetta for the use of the Parking area.

Grantor Name J.C. Hines

Grantor Signature J.C. Hines

Date

2/21/18

Grantee Name The Copper Fox Ben Lee

Grantee Signature B. Lee

Date

2-21-18

ALPHARETTA ANIMAL HOSPITAL, P.C.

J. C. Hines, DVM
M. H. Perales, DVM
D. S. Keller, DVM
J. L. Shaw, DVM
C. P. Lusk, DVM



E. F. Doiron, DVM
R. B. Garrett, DVM
W. H. Gholston, DVM
A. C. Davenport, DVM
P. J. Sullivan, DVM

80 MILTON AVENUE
ALPHARETTA, GA 30009

(770) 475-7613
FAX (770) 442-3002
Like Us on Facebook!

WWW.ALPHARETTAANIMALHOSPITAL.COM



Parking Space Agreement

I. The parties
Wells Fargo (Grantor)
The Copper Fox LLC (Grantee)

This agreement is dated on 2-20-18 2018. By and Between the Grantor and Grantee located in Alpharetta GA 30009 with a walking Proximity to The Copper Fox Address of 10 Roswell Street Alpharetta GA 30009 is to allow The Copper fox LLC to use the Parking lot associated with 21 N. Main Street Commonly known as Wells Fargo with 33 parking Spaces at 21 North Main Street 30009 (Address) after 8pm on Friday and Saturday night.

II. Term.
The term of this agreement begins on March 1st 2018 and does not expire until December 31st 2028. This Document is automatically renewable with consent from both parties to continue with an unlimited term as both parties see fit.

III. Special Provisions.

All Parties agree and acknowledge that the parking spaces will not be used during the day from 8am until 8pm and the parking spaces will not hinderer the standard flow of traffic in the down town area.

IV. Permissions.

The Grantor certifies that they have the right to grant such permissions for the use of parking spaces and agree to hold harmless The Copper Fox LLC and any of its members along with the City of Alpharetta for the use of the Parking area.

Grantor Name Melissa A. McWaters

Grantor Signature Melissa A. McWaters Date 2/20/18

Grantee Name The Copper Fox Ben Lee

Grantee Signature [Signature] Date 2-20-18



Melissa McWaters
Branch Manager
NMLSR ID: 1112387

MAC G0108-010
21 North Main Street
Alpharetta, GA 30009
Tel: 770 650 4565
Fax: 770 650 4569
800 TO WELLS

melissa.mcwaters@wellsfargo.com

Wells Fargo Bank, N.A.

2/21/2018

The Copper Fox

Table of Contents

I.	Executive Summary.....	2
II.	Description of Business.....	3
III.	Marketing	4
IV.	Appendix.....	10

2/21/2018

Executive Summary

Description of Business

The Copper Fox will be the local spot for great food and a fun environment for all ages. This will be the best Sports restaurant and Live music venue in town. By day the restaurant has a fun atmosphere that is perfect for the whole family and has special Sports orientated events for the avid fan or the regular Joe. During the evenings the bar atmosphere increases to allow the who's who to show up and rub shoulders with the locals all while experiencing great service. There are also live music events each Friday and Saturday Night after 8 pm. The hours for the Music will be from 8pm until 12am on Friday and Saturday night. The two nights per week that there is live music the band will focus primarily on music that appeals to the 40-60 year old age group and the surrounding area.

Company Ownership/Legal Entity

The company will be owned by The Copper Fox LLC.

The company will operate a DBA The Copper Fox.

Location

The location is Alpharetta Georgia a city and an affluent suburb located in Fulton County in the U.S. state of Georgia. The address is 10 Roswell St Alpharetta GA 30009. This is on the cross roads of one of the most active corners in the city. This is combined with the new city center and booming growth for the down town area and is sure to make the whole area flourish.

Hours of Operation

The Restaurant is open 7 days a week from 11am-10pm for lunch and dinner service. On Friday and Saturday the restaurant is open later to accommodate the evening Crowd until 11pm. The Bar is able to serve until 2am if need for special events. The normal Bar hours are to close at midnight depending on the crowd.

Products and Services

The restaurant Menu see
attached

Suppliers

All suppliers are on Cash pay basis as COD. Deliveries will occur in non peak traffic times and not affect normal traffic patterns

2/21/2018

Service

The food and service will be provided by our staff and the staff is trained properly to give table side service as needed. One of the unique features is the table side guacamole creation. This is a specific process that is loved by the patrons and the servers as they have a chance to express their culinary skills.

Management

The management will be handled by Ben Lee and Mark Ferrara. The scope of this management will consist of full operations management and control of all expenses. Ben will use his 15 years of experience in the food service industry to draw on past restaurant ownership experience, and continue to drive the sales of the business. By having years of experience in the kitchen and front of the house management Ben will be able to insure a steady hand of leadership throughout the operation. Mark Ferrara has owned many restaurants in his 20 years as a restaurant and bar owner/operator. He brings a significant impact to the business by having lived in this area for over 20 years. Along with his unique marketing skills that allow him to create one of kind events and unforgettable experiences for each and every guest.

Financial Management

The book keeping and accounting will be handled by a Third Party Firm. We are in negotiations with several Firms currently to make sure the cost and benefits fit our needs.

Start-Up/Acquisition Summary

The start up expenses and the details for the financial statements can be seen in the Appendix. Not include here.

Marketing

The marketing will progress each year as the line item in the budget increases. The immediate marketing plan will be a direct mail campaign to allow the local population to know about the current events and the existence of the restaurant. This coupled with a strong internet and social media presence will provide a recipe for success.

2/21/2018

Market Analysis

Alpharetta Population Demographics

Total Population	103,659
Male Population	50,328
Female Population	53,332
Percent Change Since 2000	29.7 %
Percent Change Since 2010	5.0 %
Median Age	36.17
Male Population Female Population	48.6%51.4%

Population Male/Female

Male Population 50,328

Female Population 53,332

Occupational employment in Alpharetta

White Collar	21,421
Blue Collar	10,049

Employment

White Collar 21,421

Blue Collar 10,049

Number of Households in Alpharetta

Total Households	37,303
Family Households	28,228
Non-family Households	9,074
Households With Children	18,197
Households Without Children	19,107
Average People Per Household	2.81

Households

Family Households 28,228

Non-family Households 9,074

Alpharetta Education Statistics

No High School	907
Some High School	1,192
Some College	10,600
Associate Degree	4,030
Bachelors Degree	25,840
Graduate Degree	14,400

2/21/2018

Education

No High School 907
Some High School 1,192
Some College 10,600
Associate Degree 4,030
Bachelors Degree 25,840
Graduate Degree 14,400

Marital Status in Alpharetta

Never Married	17,842
Married	43,118
Separated	1,720
Widowed	924
Divorced	3,769

Marital Status

Never Married 17,842
Married 43,118
Separated 1,720
Widowed 924
Divorced 3,769

Household Income and Average Income in Alpharetta

Median Income Under 25	\$40,987
Median Income 25-44	\$64,704
Median Income 45-64	\$115,983
Median Income Over 65	\$87,197

Median Income per age

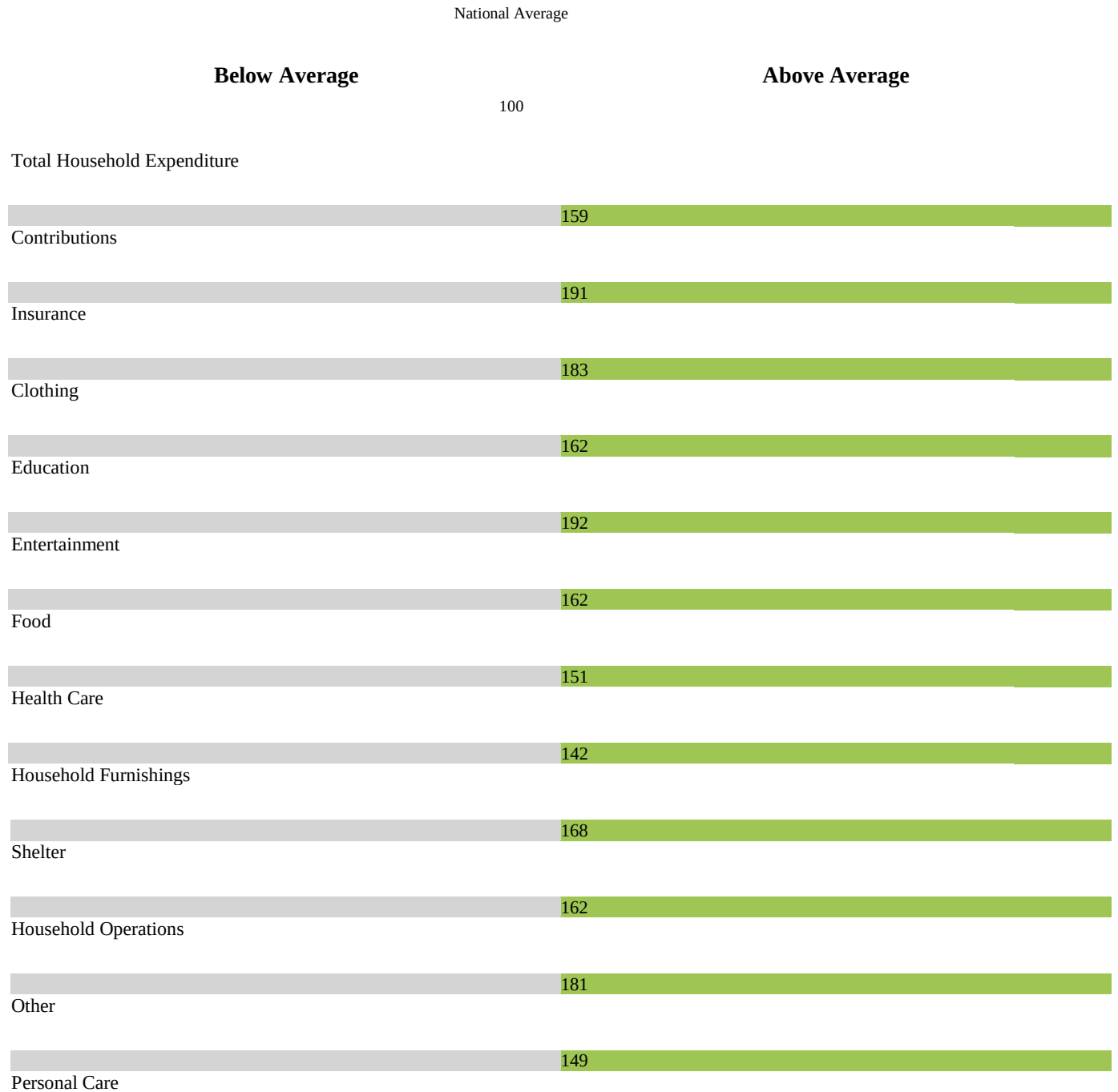
25- \$40,987
25-44 \$64,704
45-64 \$115,983
65+ \$87,197

Average Household Income	\$135,601
Median Household Income	\$109,900
Percent Increase/Decrease in Income Since 2000	15%
Percent Increase/Decrease in Income Since 2010	17%
Average Household Net Worth	\$857,478
Median Home Sale Price	\$288,650
Sales Tax Rate	7.75%

2/21/2018

Average Household Total Expenditure

Consumer spending in Alpharetta



2/21/2018

Reading	156
Tobacco	159
Transportation	122
Utilities	152
Gifts	144
	182

Market Segmentation

Market Segments

The Majority of the business income will be generated from the Sports Restaurant and that will include local little league sports teams; Youth sports sponsorships, local school spirit nights and other family friendly activities. There will also be a strong presence with the city of Alpharetta. We will have a large portion of sports fan that will make this their new home for watching their favorite team and sporting events. The last segment will be the live music enthusiasts, and they will be engaged by the bands that play and the great environment that is created. The bands will cater to the most affluent segment of the population. That demographic will be the 40-60 year old person that has disposable income and a willingness to be entertained. Band styles include : Journey, Billy Joel, Fleetwood Mac, Angie Lynn Carter, Temptations, Frankie Valley, The Rat Pack, Back Flash, Mothers Finest, Steve Miller Band, The Drifters, The Four Tops ect.

Competition

There are several other restaurants in the area but none offer a live music show. There are also many more people in the Alpharetta area that would love to be in a good sports restaurant or live music event. Those people need a place like the Copper Fox to go since the other places are not convenient or do not have room for them to be comfortable. Many other Restaurant locations are not open past 9pm so we have a full hold on all the evening traffic. There is no other entertainment venue with live bands and music on a regular basis that can bring in the great artist that The Copper Fox will be able to bring. This gives us a competitive advantage to attract the locals to The Copper Fox.

Pricing

The pricing of the menu items are based on the needed price to sustain the food cost and proper expense ratios. The prices are in line with local restaurants and the affluence of the area.

2/21/2018

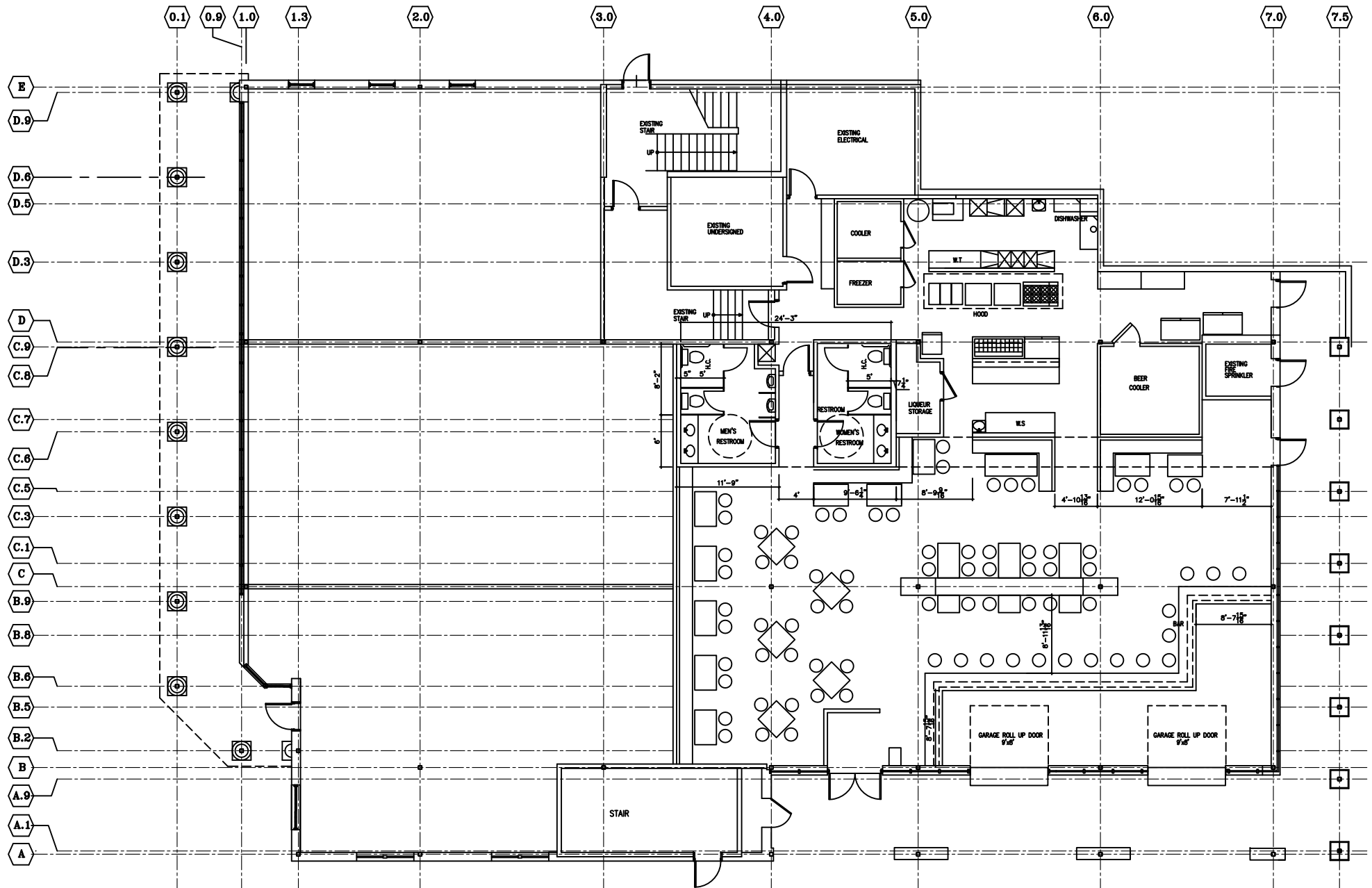
Advertising and Promotion

The advertising will be centralized through email campaigns, direct mail, and in house advertising that takes place in the restaurant. We will also have a robust web site and Social Media Presence.

Strategy and Implementation

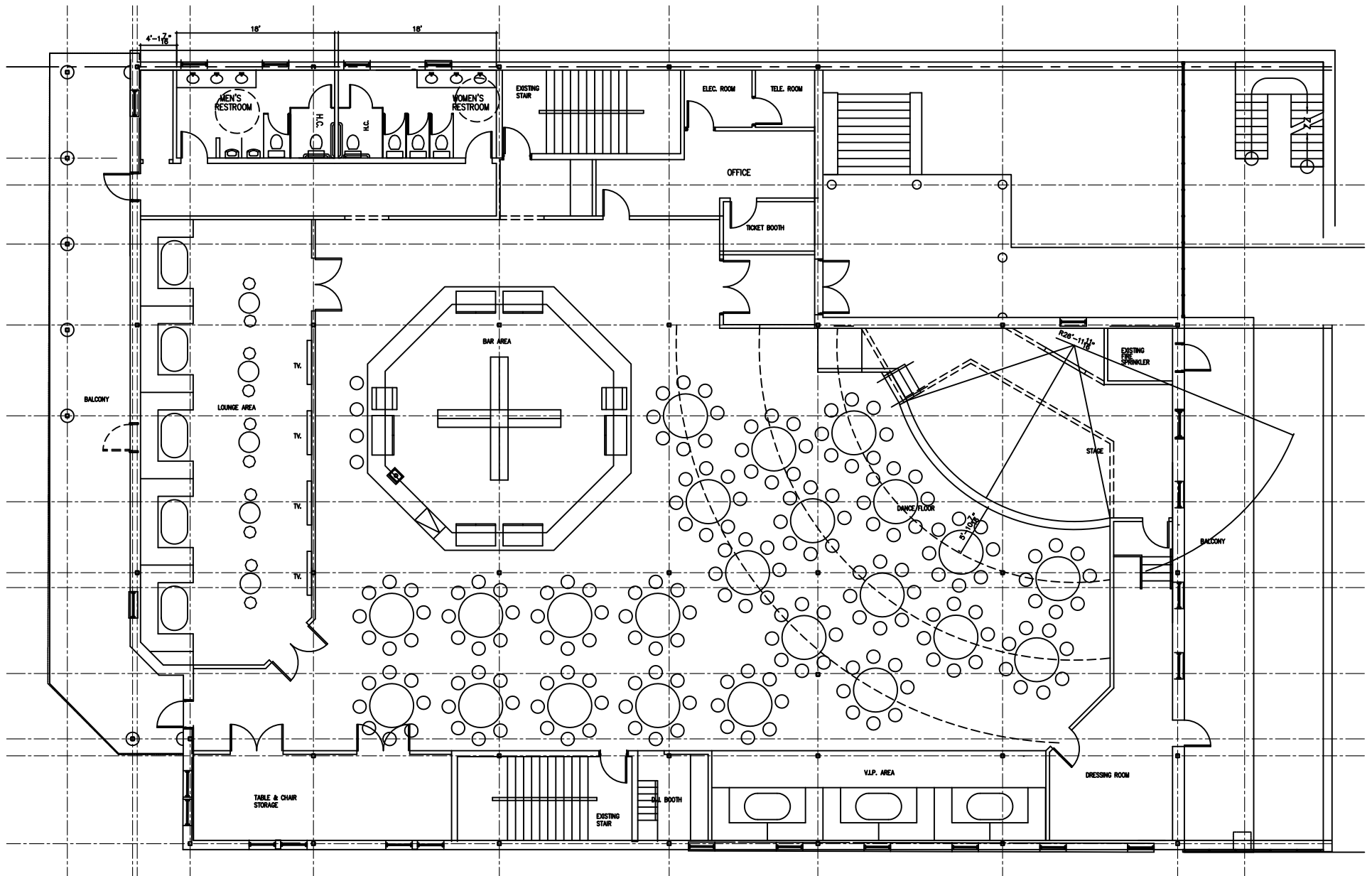
The strategy for implementation of great service is to insure that all the staff are aware of the proper policies and procedures. This will be done by leadership directed by the owners and management staff. There will also be hands on training period that will be directed by the owner to deliver the highest and best quality of information.

Copper Fox
First Floor Plan 11.16.18



2/21/18

Copper Fox Second Story Floor Plan



Copper Fox Stage 1



Copper Fox



Copper Fox #2





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: March 26, 2018

I. AGENDA ITEM TITLE: PH-17-39 RAM HOSPITALITY (HOME 2 SUITES)

CONSIDERATION OF A CHANGE TO PREVIOUS CONDITIONS OF ZONING TO ALLOW FOR A MATERIAL CHANGE TO PROPOSED RETAINING WALLS. THE PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF WEBB BRIDGE ROAD AND MORRIS ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1262, 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Home2 Suites CC Staff Report, -Aerial Map-, -Future Land Use-, -Zoning Map-, Location Map, Home2 Suites Approved Elevations, Example A Bldg Elevation, Council Conditions 3.7.16, Complete Application for City Council Packet



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-39 HOME2 SUITES/RETAINING WALL

CITY COUNCIL: MARCH 26, 2018

II. RECOMMENDATION:

Deny PH-17-39 Home2 Suites/Retaining Wall request to change previous conditions of zoning.

If approval is considered, the following conditions are recommended:

1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with materials used for the primary structure. Material to be approved by Staff.
2. All previous conditions of zoning shall remain in effect.

III. REPORT IN BRIEF:

The applicant, RAM Alpharetta Hospitality, LLC (Home2 Suites), is requesting a change to previous conditions of zoning to allow a material change for retaining walls facing Morris Road and Webb Bridge Road. The original condition of zoning required retaining walls to be faced with a masonry product having the appearance of stone and compatible with materials used on the primary structure. The applicant proposes a combination of Allan Block and Redi-Rock on the retaining wall. The subject property is located at 12075 Morris Road, at the southeast corner of Webb Bridge Road and Morris Road.

DISCUSSION

The submitted request, if approved, will allow a material change to the retaining walls associated with the Home2 Suites extended stay hotel site. The original condition of zoning required retaining walls to be faced with a masonry product having the appearance of stone and compatible with materials used on the primary structure. The applicant proposes a combination of Allan Block and Redi-Rock on the retaining wall. The subject property is located at 12075 Morris Road, at the southeast corner of Webb Bridge Road and Morris Road.

The 4.13-acre property is zoned O-I (Office-Institutional) and is subject to the Preston Ridge Master Plan, Pod F. Pod F is designated 'Office' allowing up to 25,000 square feet per acre and also allows 'Hotel' as a permitted use. A variance was approved on March 7, 2016, allowing retaining walls within the required building setbacks and to reducing parking requirements. The applicant proposes the following changes to previous conditions of zoning related to file V-16-06 – Home2 Suites:

1. All portions of the retaining wall visible from the public right-of-way shall be in accordance with the materials and colors set forth in the attached Wall Plan, dated 3/12/17 and attached hereto as Exhibit 1. ~~faced with a masonry material with a stone appearance and shall be compatible with materials used for the primary structure. Material to be approved by Staff.~~

Surrounding properties are zoned O-I to the north, east and west and CUP (Community Unit Plan) to the south. T5 Data Center is located to the north, undeveloped land in Pod F is located to the east and south, undeveloped land in Pod H is located to the west and Village Park of Alpharetta is located to the northwest.

The site sits at a much higher elevation than surrounding roads and properties. Retaining walls are depicted holding up all four (4) sides of the property, including a 23' tall retaining wall facing Morris Road and 28' tall retaining wall facing Webb Bridge Road. The retaining wall along Morris Road will be tiered with minimum 5' planting beds and landscaping. As depicted on the attached site plan, the applicant proposes a combination of Allan Block Colonial Series (color: Hickory) on the bottom tier of the retaining wall and Redi-Rock LedgeStone Series (color: Piedmont) on the top two (2) tiers of the retaining wall.

Zoning condition #5 required that the Home2 Suites hotel building be brick with traditional architecture, similar to Example A depicted below.

Example A: Traditional architecture and materials (mostly brick with window depth and accents)



Zoning condition #1 required the retaining wall material to have a stone appearance and be compatible with materials used for the hotel building, with materials approved by Staff. As depicted below, the approved building elevations consists primarily of brick, with EIFS accents and a stacked-stone base. Therefore, the retaining walls should be faced with stacked-stone to comply with the zoning condition.

Approved Elevation (facing Morris Road)



CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it cannot support the request to change previous conditions of zoning to allow a material change to the retaining walls. The approved building elevations are primarily brick with EIFS accents and a stacked-stone base. The Allen Block and Redi-Rock materials proposed on the retaining walls are not used on the hotel building and do not represent compatible materials. If approved, retaining walls should be faced with a masonry material with the appearance of stone with final approval of material by Staff.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

IV. ATTACHMENTS:

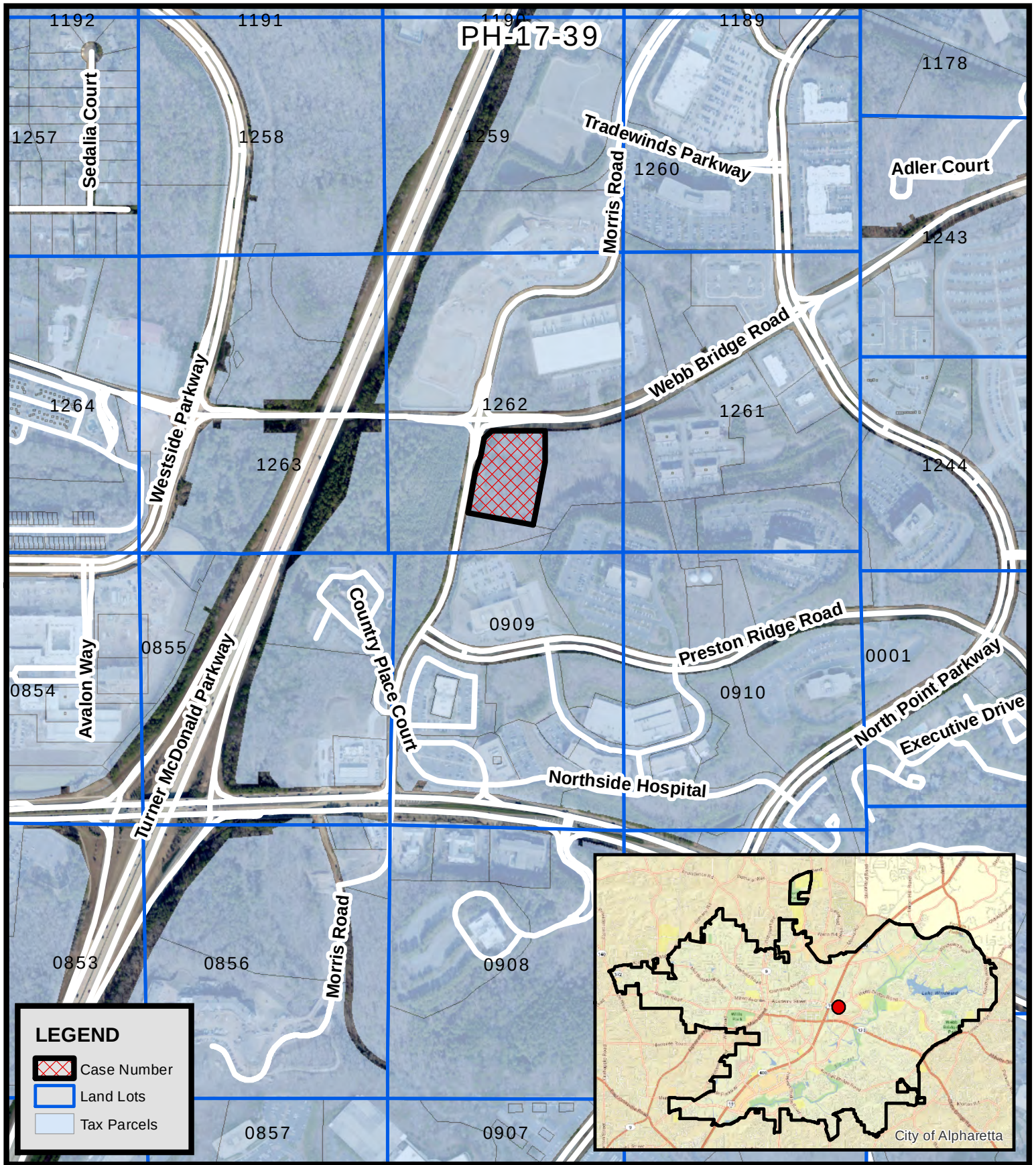
- Site Plan
- Proposed Wall Materials
- Approved Building Elevation



Aerial Map
RAM Hospitality
12075 Morris Road

PH-17-39
D/LL: 2/2/1262 CC
Date: 3/26/18

Location Map Provided by:
Community Development - GIS



Location Map
RAM Hospitality
12075 Morris Road

PH-17-39
D/LL: 2/2/1262
CC Date: 3/26/18

Location Map Provided by:
Community Development - GIS

Home 2 Suites Approved Elevations



Home 2 Suites Approved Elevations



Home 2 Suites Approved Elevations



Home 2 Suites Approved Elevations





Example A: Other suites hotel with traditional architecture and materials (mostly brick with window depth and accents)



Example B: Applicant's hotel in Pittsburgh

Home 2 Suites Council Conditions 3.7.16

Council Member Kennedy offered a motion to approve V-16-06: Home 2 Suites, subject to the following conditions

1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.
 2. Guardrail shall be decorative black metal with final approval by Staff.
 3. A 10' ornamental heavy landscape strip with street trees and decorative pedestrian lighting shall be provided along Morris Road and Webb Bridge Road. Lighting to be maintained by the development.
 4. Applicant shall install sidewalk along Morris Road and Webb Bridge Road. Impact fee credits shall be permitted for offsite sidewalk constructed on Webb Bridge Road. Additional street trees and/or landscaping shall be required where wall is visible along Webb Bridge Road.
 5. Building shall be brick with traditional architecture similar to the attached Example A with final approval by Staff.
 6. Retaining wall shall be tiered, with a minimum 5' prepared planting bed space to reduce the impact of the large wall adjacent to the public right-of-way. Landscaping to be approved by Staff.
 7. Site shall be developed substantially similar to site plan submitted by AEC and dated 02-29-2016 incorporating tree save area at the corner of Webb Bridge Road and Morris Road.
 8. Detention pond shall be heavily screened from roadway with plan to be approved by Staff. Pond shall be shifted east in order to limit disturbance within the critical root zone of the 40-inch White Oak.
- The motion received a second from Council Member Owens
 - The motion passed 5-1-0 (Mayor Belle Isle in opposition)

AB Colonial Series _ RAM



AB Colonial Series 4_RAM



2.22. 18 Applicant Examples of Wall

AB Colonial Series _ RAM







Jill S. Arnold
404-665-1243

E-Mail
jarnold@pftlegal.com

February 22, 2018

Via Email (mwoodman@alpharetta.ga.us) and Hand Delivery

Michael Woodman
Senior Planner
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: PH-17-39; Amended Letter of Intent and Citizen Participation-Part B

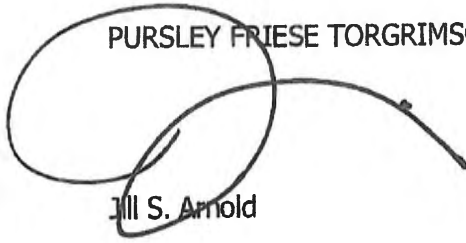
Dear Mike:

Please find enclosed the Applicant's Amended Letter of Intent in the above-captioned zoning application. The Applicant seeks to clarify Condition #1 of the previously-approved variance conditions on the property. I have also enclosed the Citizen Participation Plan-Part B, which includes the Plan B form, certificate of mailing, and letter sent to surrounding neighbors.

Please feel free to call should you have any questions.

Sincerely,

PURSLEY FRIESE TORGRIMSON



Jill S. Arnold

Amended Letter of Intent and Impact Analysis

City of Alpharetta

Modification to Variance Condition
V-16-06

Applicant:
Ram Alpharetta Hospitality, LLC

Property:
+/- 4.13 acres
Alpharetta, GA 30004

Submitted for Applicant by:

G. Douglas Dillard
Jill S. Arnold
PURSLEY FRIESE TORGRIMSON
1230 Peachtree Street, Suite 1200
Atlanta, Georgia 30309
(404) 665-1243
jarnold@pftlegal.com

I. INTRODUCTION

The subject property is approximately 4.13 acres of land located on Webb Bridge Road and Morris Road ("Property"). The Property is currently zoned O-I and is part of the Preston Ridge Master Plan, Pod F. The Applicant is developing a Home2 Suites by Hilton.

In 2016, the Applicant requested 2 variances for the Property in case number V-16-06 to reduce parking and to allow a retaining wall within the front yard. The 2 variances were approved with 8 conditions. The Applicant now seeks to modify Condition #1. Condition #1 currently reads:

1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.

The Applicant has reviewed, evaluated, and discussed with Staff various materials for the retaining wall. To date, Staff has not approved the Applicant's requested wall materials based on Condition #1 and the "masonry façade" language contained therein (though "masonry façade" is not defined), thereby significantly delaying the issuance of development and building permits. Staff's position is that the retaining wall needs to have a stacked stone appearance where individual block sizes vary based on Condition #1 above.

The Applicant proposes a combination of Allan Block Colonial Series (color: Hickory) stone on the bottom tier of the retaining wall and Redi-Rock LedgeStone Series (color: Piedmont) stone on the top two tiers of the retaining wall where the wall is visible from the public right of way. The proposed stone materials contain individual block sizes and joints which add depth and variation to the wall's façade. A wall plan showing the proposed wall materials is included with this applications, as are photographs of the proposed wall materials. The Applicant also has samples of the wall materials and is available to meet and review the materials in advance of the public hearing.

Because of the heavy landscaping proposed by the Applicant along every tier of the retaining wall, the wall may not even be visible to neighboring owners and those utilizing Morris Road or Webb Bridge Road.

In order to move this project forward, the Applicant requests revising Condition #1 to read as follows:

- ~~1. All portions of the retaining wall visible from the public right of way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.~~ All portions of the retaining wall visible from the public right of way shall be in accordance with the materials and colors set forth in the attached Wall Plan, dated 3/12/17 and attached hereto at Exhibit 1.

No changes are proposed to the remaining conditions of zoning.

II. Criteria for Change to Variance Condition

The Applicant satisfies all of the criteria for variances as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.5.4 and the Alpharetta Public Hearing Application Form.

1) Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography?

Yes, there are extraordinary conditions pertaining to the subject property because of its size and shape. The existing topography on the site is extremely steep and has significant grade changes throughout the site. In order to develop the site, a new retaining wall must be installed along the property's frontage. While the Applicant desires an aesthetically pleasing wall along the Property's frontage, there is a balance that must be struck between aesthetics and structural integrity. The Applicant's proposed revision to Condition #1 strikes an appropriate balance.

2) Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship?

Yes, the literal interpretation and strict application of the existing Zoning Condition #1 will cause undue and unnecessary hardship to the Property and the owner.

3) Are there conditions that are peculiar to the subject property?

Yes, there are extraordinary conditions pertaining to the subject property because of its size and shape. The existing topography on the site is extremely steep and has significant grade changes throughout the site. The Applicant seeks to install a retaining wall that is both aesthetically pleasing and structurally sound.

4) Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code?

No, relief from the strict application and literal interpretation of the zoning condition would not cause substantial detriment to the public good or impair the purpose of the Zoning Code. In granting the requested modification, there will be no harm to adjacent owners because the wall will be structurally sound and aesthetically pleasing. In fact, because of the heavy landscaping proposed along every tier of the retaining wall (as required by conditions of zoning), the wall may not be visible to neighboring owners and those utilizing Morris Road or Webb Bridge Road. The proposed modification to the zoning condition will allow a currently underutilized property to develop into a high quality Hilton hotel that will benefit surrounding owners and the Alpharetta community.

III. REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of the City of Alpharetta require us to raise Federal and State constitutional objections during the public hearing application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

The portions of the Alpharetta Unified Development Code, facially and as applied to the Property, which restrict the Property to any uses, land use designations, conditions, land use designations, development standards, or to any zoning districts other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Demorest City Council to modify the zoning conditions as requested would constitute a taking of the Applicant's property. Because of this unconstitutional taking, the City of Demorest would be required to pay just compensation to the Applicant in the amount of \$1,000,000.

The application of the Alpharetta Unified Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning classifications other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Alpharetta City Council without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the requested rezoning, comprehensive plan amendment, or variances would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

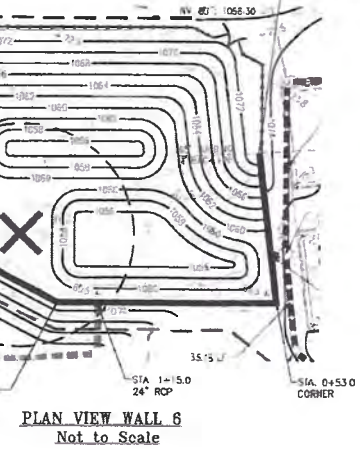
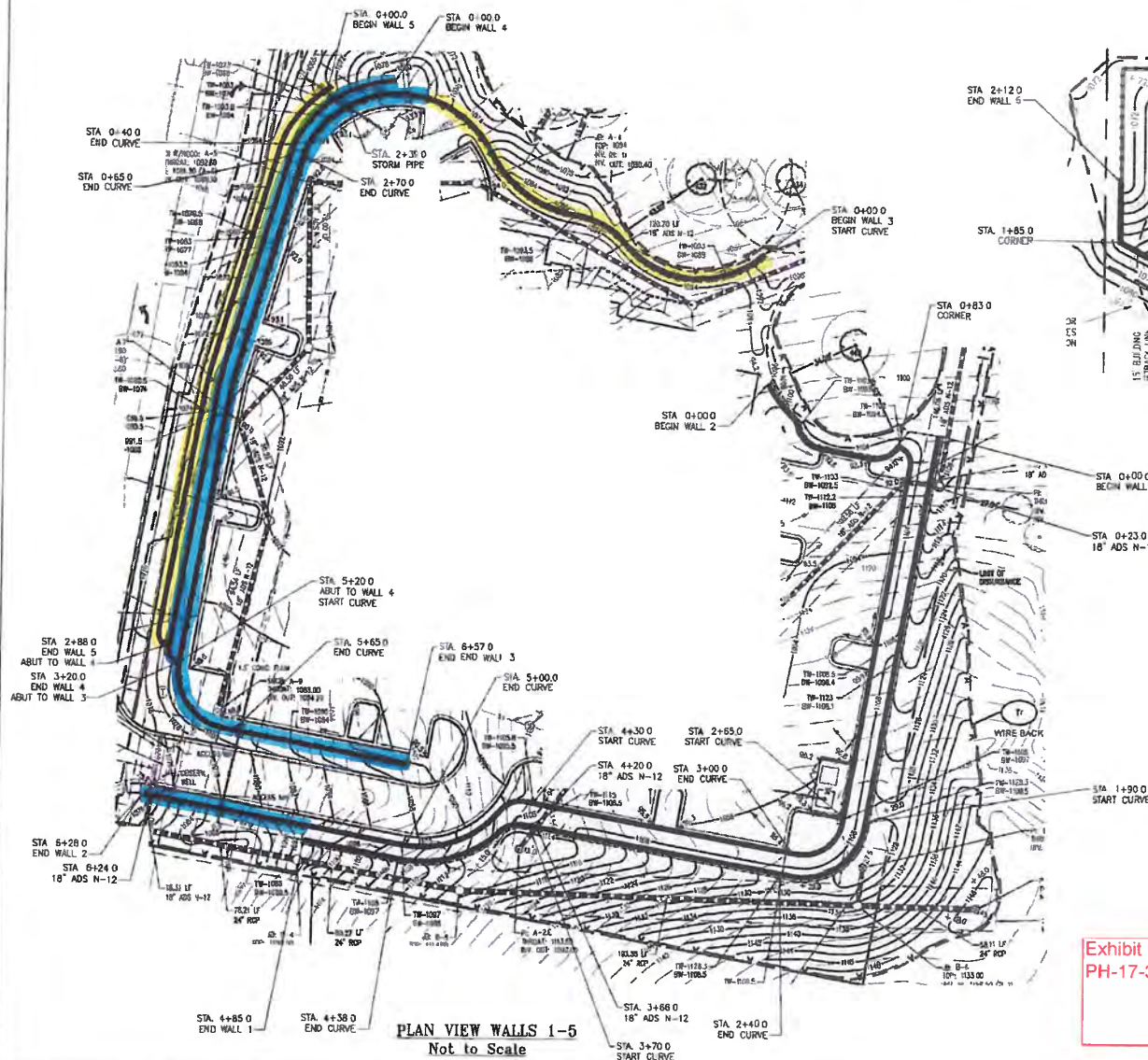
A refusal by Alpharetta City Council to grant the modification request in accordance with the criteria requirements as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any zoning of the Property, or approval of the Application subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

The existing zoning conditions are unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to modify Zoning Condition #1 (V-16-06) as requested by the Applicant within a reasonable time, a claim will be filed in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Property, diminution of value of the Property, attorney's fees and not less than \$1,000,000 in other damages arising out of the unlawful deprivation of the Applicant's property rights.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City modify the variance condition as requested. If there are any questions about these requests, you may contact me at 404-665-1243 or jarnold@pftlegal.com.

AB COLONIAL SERIES | REDI-ROCK LEDGESTONE SERIES COMBINATION



AWAN Block
COLONIAL SERIES
COLOR: HICKORY
REDI-ROCK
LEDGESTONE SERIES
COLOR: PIEDMONT

Exhibit 1
PH-17-39

NOTE:
GRADING PLAN HAS BEEN COPIED FROM CIVIL
PLAN FOR REFERENCE. REFER TO CIVIL SITE
PLANS FOR STRUCTURE LAYOUT INFORMATION.
SEE SECTION 1.0. CONSTRUCTION NOTES.

THIS DRAWING AND ALL THE CONTENTS HEREON ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. NO PART OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. THE ENGINEER AND ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ENGINEER AND ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

MFRELA CONSULTANTS Co.
3830 Thompson Mill Rd., Buford, GA 30519
Phone: (770) 614-9996 • Fax: (770) 631-5511
Holtz & Spann, Inc.
P.O. Box 1330 • Marietta, GA 30067
(404) 575-1444

REVISION/ISSUE
1 12/12/17 ISSUED FOR CONSTRUCTION

Home 2 Suites
Alpharetta
Georgia
Plan View



Project Number
170306
Date
3/12/17
Drawn by
JXF
Scale
26503

As Shown
RW2

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: Home 2 Suites Hotel--Modification of Variance Condition in V-16-06

Contact Name: Jill Arnold

Telephone: 404-665-1243

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

We have not received any comments or correspondence with regard to this application. We will supplement this form if any comments are received prior to the public hearing.

Method by which these individuals were contacted. Please mark all that apply. Please provide samples of any and all written communications used to provide notification.

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: _____

Date: _____

Print Form

RAM Alpharetta Hospitality c/o Jillian S. Arnold, Esq.
Pursley Fricse Torgimson
Promenade, Suite 1200
1230 Peachtree Street NE
Atlanta, GA 30309

February 21, 2018

Dear Property Owner:

This letter is to inform you that a Modification to Variance Condition Application has been submitted to the City of Alpharetta on land located within 500 feet of your property. Please be advised of the following information pertaining to the Application and public hearings:

CASE NUMBER: PH-17-39

APPLICANT NAME: RAM Alpharetta Hospitality

REQUEST: Modification to Variance Condition approved in variance approval case V-16-06 to clarify retaining wall material.

STREET LOCATION: 12075 Morris Road (Parcel ID: 22 546012621435; +/- 4.13 acres)

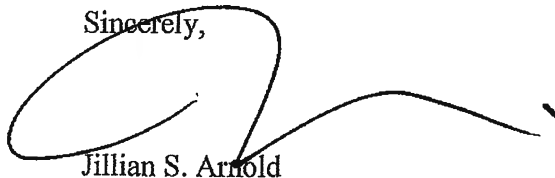
PROPOSED DEVELOPMENT: Hotel

CITY COUNCIL HEARING
March 26, 2018
6:30 PM

PUBLIC HEARING LOCATION
Alpharetta City Hall, Council Chambers
2 Park Plaza
Alpharetta, Georgia 30009

If you have questions about the zoning application, please contact Jill Arnold at (404) 665-1243 or jarnold@pftlegal.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jillian S. Arnold', with a large, stylized loop at the beginning and a long horizontal stroke extending to the right.

Jillian S. Arnold



Name and Address of Sender

**PURSELYFRIESE
TORGRIMSON**
PROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.
ATLANTA, GA 30309

Check type of mail or service

- ☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery (COD)
☐ Insured Mail
☐ Priority Mail
- ☐ Priority Mail Express
☐ Registered Mail
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

Countable Mail

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RO Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	ARCHER JEFFREY D 10 COUNTRY PLACE CT ALPHARETTA, GA 30005-4410													
2.														
3.	BAYINDIR NERIMAN A 2195 WESTWIND DR ROSWELL, GA 30075													
4.	BLAKE MARVIN S & CHRISTINE P 36 COUNTRY PLACE CT ALPHARETTA, GA 30005													
5.	BRE COH GA LLC P.O. BOX #A-3879 CHICAGO, IL 60690-3879													
6.														
7.	BURTON VIOLA P & STEVEN A 50 COUNTRY PLACE CT ALPHARETTA, GA 30005-4411													
8.	CAIN DOROTHY P 7 COUNTRY PLACE CT ALPHARETTA, GA 30005-4410													
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)												



Name and Address of Sender

Jill Arnold

**PURSELYFRIESE
TORGRIMSON**PROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.

ATLANTA, GA 30309

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
AT ATLANTA, GA
30309
FEB 21, 18
AMOUNT**\$2.40**

R2305H127626-20

Unreturnable Mail

	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	CONNER ERIC 31 COUNTRY PLACE CT ALPHARETTA, GA 30005													
2.														
3.	CRESCENT HOLDINGS LLC 2176 MALDEN HILL DR BUFORD, GA 30519-6814													
4.	CUMMINGS LAURIE A 47 COUNTRY PLACE CT ALPHARETTA, GA 30005													
5.														
6.	DAPAT EDMUND R 305 KNOLL RIDGE CT ALPHARETTA, GA 30022-5039													
7.	DAIGLE DEXTER & DAIGLE TRACY EMROE 2016 SHARON RD CUMMING, GA 30041													
8.	DANIELS KATHLEEN L & DIANA LYNN 57 COUNTRY PLACE CT ALPHARETTA, GA 30005													
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										



Name and Address of Sender

Jill Arnold



**PURSLEYFRIESE
TORGRIMSON**

PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.
ATLANTA, GA 30309

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

untable Mail

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SORD Fee	SH Fee
1.	DEVELOPMENT AUTHORITY OF FULTON COUNTY 141 PRYOR ST SW SUITE 1031 ATLANTA, GA 30303													
2.	DEWESEE AVIS D 9660 BROWNS BRIDGE DR GAINESVILLE, GA 30506													
3.														
4.	DODGE BESTY H 13 COUNTRY PL CT ALPHARETTA, GA 30005													
5.														
6.	DUKE AT WEBB BRIDGE LLC 4828 ASHFORD DUNWOODY RD SUITE 400 ATLANTA, GA 30338													
7.	EMERT THOMAS & WENDY 20 COUNTRY PLACE CT ALPHARETTA, GA 30005													
8.	EMROE BARBARA & DAUNA A 514 PLYMOUTH LN ALPHARETTA, GA 30009													
Total Number of Pieces Listed by Sender 6	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)												

PS Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.



Name and Address of Sender
Jill Arnold

**PURSLEYFRIESE
ORGRIMSON**

ROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.
ATLANTA, GA 30309
USPS Tracking/Article Number

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

Countable Mail

	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	FANAIAAN EVAZ 4560 BURGESS HILL LN ALPHARETTA, GA 30022													
2.	FULTON COUNTY 141 PRYOR ST SW SUITE 7000 ATLANTA, GA 30303													
3.	GIBBS TABITHA E 67 COUNTRYPLACE CT ALPHARETTA, GA 30005													
4.	GRAVER LAUREN A 69 COUNTRY PLACE CT ALPHARETTA, GA 30005													
5.	GREENSTONE PRESTON RIDGE LP 3301 WINDY RIDGE PKWY # 320 ATLANTA, GA 30339													
6.	HARNER CHARLES W HARNER LETITIA 131 WILLS LN ALPHARETTA, GA 30004													
7.														
8.														
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										



Name and Address of Sender

Jill Arnold
**PURSLEYFRIESE
TORGRIMSON**
PROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.
ATLANTA, GA 30309

Check type of mail or service

- ☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery (COD)
☐ Insured Mail
☐ Priority Mail
- ☐ Priority Mail Express
☐ Registered Mail
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

Countable Mail

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SN Fee
1.	HIPP JOHN E & MELLO FRANCIS L 63 COUNTRY PLACE CT ALPHARETTA, GA 30005-4411													
2.														
3.	JNP INVESTMENT HOLDINGS LLC 793 N MAIN ST ALPHARETTA, GA 30005													
4.	JORDAN JOE D 64 COUNTRY PLACE CT ALPHARETTA, GA 30005-4411													
5.														
6.	KALEY KEVIN P & LYNN A 1564 TEMPLE JOHNSON RD LOGANVILLE, GA 30052													
7.	KEASLER JOYCE E 100 PFARNER RD DAHLONEGA, GA 30533													
8.	KHAN MUHAMMAD FAROOQ AZAM & QURESHI LUBNA MAHTAB 54 COUNTRY PLACE CT ALPHARETTA, GA 30005													
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office												



Name and Address of Sender

Jill Arnold



**PURSLEYFRIESE
TORGRIMSON**

PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.
ATLANTA, GA 30309

USPS Tracking/Article Number

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

untable Mail

	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	KUKKADAPU VEENA & KUKKADAPU SRINIVAS 1010 ROCKBASS RD SUWANEE, GA 30024													
2.														
3.	KUSS KATHRYN E 72 COUNTRY PLACE CT ALPHARETTA, GA 30005-4412													
4.	LTCG INVESTMENTS LLC 3585 ROXBORO RD NE UNIT 1 ATLANTA, GA 30326													
5.	LETSON BREN W 25 COUNTRY PLACE CT ALPHARETTA, GA 30005-4410													
6.														
7.	LIM KIONG WAK 1926 NORTHBROOKE LN DUNWOODY, GA 30338													
8.	LITTLE STEPHEN J 68 COUNTRY PLACE CT ALPHARETTA, GA 30005													
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										

Name and Address of Sender

Name and Address of Sender

Jill Arnold



PURSLEYFRIESE
TORGRIMSON

PROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.

ATLANTA, GA 30309

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
- ☐ Adult Signature Restricted Delivery ☐ Registered Mail
- ☐ Certified Mail ☐ Return Receipt for Merchandise
- ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
- ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail



0000

U.S. POSTAGE

PAID
ATLANTA, GA

30309
FEB 21, 18
AMOUNT

\$2.00

R2305H127626-20

untable Mail

Address (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	LITTLE THOMAS M LITTLE TYRA 4960 TIMBERBRIDGE LN ALPHARETTA, GA 30022			Handling Charge - if Registered and over \$50,000 in value										
2.														
3.	MIKTER LLC 120 FOX COVE CT ALPHARETTA, GA 30022													
4.	MILLS CHRISTIAN N 53 COUNTRY PLACE CT ALPHARETTA, GA 30004								Adult Signature Required					
5.									Adult Signature Restricted Delivery					
6.	MINTER DON H & REBECCA D 93 WHITE OAK RIDGE ELLIJAY, GA 30540									Restricted Delivery				
7.											Return Receipt			
8.	MONROE MICHAEL K & CATHERINE D 4177 N ARNOLD MILL RD WOODSTOCK, GA 30188												Signature Confirmation	
Total Number of Pieces Listed by Sender 5		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										



Name and Address of Sender
Jill Arnold



PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.
ATLANTA, GA 30309

USPS Tracking/Article Number

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.00

R2305H127626-20

ntable Mail

1.	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	MONROE KENT & CATHY 4177 N ARNOLD MILL RD WOODSTOCK, GA 30188													
2.														
3.	THE MUGLA TRUST 6655 DRESSAGE XING CUMMING, GA 30040-7032													
4.	NGUYEN LINH B 39 COUNTRY PLACE CT ALPHARETTA, GA 30005													
5.														
6.	PRRP II LLC 3330 PRESTON RIDGE RD SUITE 300 ALPHARETTA, GA 30005													
7.	PRESTON PROFESSIONAL BUILDING II LLC 3330 PRESTON RIDGE RD STE 300 ALPHARETTA, GA 30005													
8.														
Total Number of Pieces Listed by Sender 5		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										



Name and Address of Sender
Jill Arnold



**PURSLEYFRIESE
TORGRIMSON**

PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.
ATLANTA, GA 30309

USPS Tracking/Article Number

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.40

R2305H127626-20

table Mail

	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	RAJABI STEVE 26 COUNTRY PL ALPHARETTA, GA 30005													
2.														
3.	RAMESHKUMAR SELVARAJ LEE SOO SEE 70 COUNTRY PLACE CT ALPHARETTA, GA 30005													
4.														
5.	RIVAS OLGA M & IBARRA MARCO 60 COUNTRY PLACE CT ALPHARETTA, GA 30005													
6.														
7.	RYAN MARY E 62 COUNTRY PLACE CT ALPHARETTA, GA 30005													
8.														
	SANCHEZ LORENA GUTIERREZ 4636 PINE ST SMYRNA, GA 30080													
	SANIC MARIANA 17 COUNTRY PLACE CT ALPHARETTA, GA 30005													
Total Number of Pieces Listed by Sender	6	Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)										



untable Mail

Name and Address of Sender

Jill Arnold

 PURSLEYFRIESE
TORGRIMSONPROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.

ATLANTA, GA 30309

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Priority Mail



0000

U.S. POSTAGE

PAID
ATLANTA, GA

30309

FEB 21, 18

AMOUNT
\$2.40

R2305H127626-20

	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1.	SHAW NANCY LEE 845 STONEHAVEN LANE ALPHARETTA, GA 30005			Handling Charge - if Registered and over \$50,000 in value										
2.														
3.	SIMPKINS SHEILA M & DAVID C 120 WEATHERLY WAY ALPHARETTA, GA 30004													
4.	SJOHOLM LEE R 14 COUNTRY PLACE CT ALPHARETTA, GA 30005-4410													
5.														
6.	SODERSTRÖM BJORN R 22 COUNTRY PL ALPHARETTA, GA 30005													
7.	SON HYE RAN 2487 SHENLEY PARK CT DULUTH, GA 30097													
8.	SON DONG CHUL 66 COUNTRY PLACE CT ALPHARETTA, GA 30005-4411													
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office		Postmaster, Per (name or receiving agency)										

PS Form 3877, January 2017 (Page 1 of 2)
PSN 7530-02-000-9098

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.

Name and Address of Sender
Jill Arnold

**PURSELYFRIESE
TORGRIMSON**
PROMENADE II, SUITE 1200
1230 PEACHTREE ST. N.E.
ATLANTA, GA 30309

Check type of mail or service	_____
-------------------------------	-------

- ☐ Adult Signature Required ☐ Priority Mail Express
- ☐ Adult Signature Restricted Delivery ☐ Registered Mail
- ☐ Certified Mail ☐ Return Receipt for Merchandise
- ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
- ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT
\$2.40
R2305H127626-20

Intable Mail

Postage		(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	Non Fee	Post Fee	Reg Fee	Ret Fee	Fee	Fee	Fee	SCRD Fee	SH Fee
1.	SOLASKI JOSEPH B 30 COUNTRY PLACE CT ALPHARETTA, GA 30022		Handling Charge - If Registered and over \$50,000 in value												
2.	STENSLAND THOR M 35 COUNTRY PLACE CT ALPHARETTA, GA 30005-4411														
3.	STRINGFELLOW ENTERPRISES LLC 3125 HARTRIDGE DR ALPHARETTA, GA 30022														
4.	TAYLOR WEAVER 37 COUNTRY PLACE CT ALPHARETTA, GA 30005														
5.	TCHANTOURIA GUEORGUI 4855 HAYDENS WALK DR ALPHARETTA, GA 30022														
6.	TIERNEY WILLIAM RAYMOND 71 COUNTRY PLACE CT ALPHARETTA, GA 30005-4412														
7.															
8.															
Total Number of Pieces Listed by Sender 6		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)											

Name and Address of Sender
Jill Arnold



PURSLEYFRIESE
TORGRIMSON

PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.
ATLANTA, GA 30309

USPS Tracking/Article Number

Check type of mail or service	
-------------------------------	--

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Priority Mail



6446

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.00

R2305H127626-20

untable Mail

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1.	TONG THIEN TONG THU THUY 5580 CANNONERO DR ALPHARETTA, GA 30005			Handling Charge - If Registered and over \$50,000 in value											
2.															
3.	UDDIN HABEEB 20 ALYCIA WAY ALPHARETTA, GA 30004														
4.	VND LLC 5445 PEACHTREE DUNWOODY RD ATLANTA, GA 30342								Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	
5.	VELDEN JACK VANDER 4178 RIDGE RD BUFORD, GA 30519													Special Handling	
6.															
7.	VILLAGE PARK OF ALPHARETTA LLC 3399 PEACHTREE RD NE SUITE 400 ATLANTA, GA 30326														
8.															
Total Number of Pieces Listed by Sender	5	Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)											

Name and Address of Sender
Jill Arnold

itable Mail	
-------------	--



PURSLEYFRIESE
TORGRIMSON

PROMENADE II, SUITE 1200
1230 PEACHTREE ST, N.E.

ATLANTA, GA 30308
USPS Tracking/Trade Number

Check type of mail or service

- | | |
|--|---|
| ☐ Adult Signature Required | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Return Receipt for Merchandise |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery (COD) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Priority Mail | |



0000

U.S. POSTAGE
PAID
ATLANTA, GA
30309
FEB 21, 18
AMOUNT

\$2.00

R2305H127626-20

ATLANTA, GA 30309 USPS Tracking/Article Number		Address (Name, Street, City, State, & ZIP Code TM)	Postage	(Extra Service) Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1.		VISUAL TECHNOLOGIES INC 510 STAGHORN CT ALPHARETTA, GA 30004			Handling Charge - If Registered and over \$50,000 in value											
2.		WATTS W DAVID & LYNN S 775 STURGES WAY ALPHARETTA, GA 30022														
3.		WILLIAMS KATHRYN P 15 COUNTRY PLACE CT ALPHARETTA, GA 30005														
4.		YEMINI NETHANEL & ZIPORA 1750 BROADWELL OAKS DR ALPHARETTA, GA 30004														
5.		ENROE, BARBARA A. 514 PLYMOUTH LN ALPHARETTA, GA 30004-1745														
6.																
7.																
8.																
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)												

Applicant Examples of Wall

AB Colonial Series 4_RAM



Applicant Examples of Wall

AB Colonial Series _ RAM





RediRock LedgeStone



AB Colonial Series 4



AB Colonial Series

Redi-Rock Wall LedgeStone





Jill S. Arnold
404-665-1243

E-Mail
jarnold@pftlegal.com

December 1, 2017

Via Hand Delivery and Email (mwoodman@alpharetta.ga.us)

Michael Woodman
Senior Planner
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: Modification to Variance Condition (V-16-06), 12075 Morris Rd.

Dear Mr. Woodman:

Please find enclosed a modification to a variance condition application for the above-referenced property. The application is complete in all respects.

Please feel free to call should you have any questions.

Sincerely,

PURSLEY FRIESE TORGRIMSON

G. Douglas Dillard
Jill S. Arnold

Enclosures

cc: Rinkesh Patel, via email



CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT



2 PARK PLAZA



ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: RAM Alpharetta Hospitality, LLC c/o Jill Arnold

Telephone: 404-665-1243

Address: 1230 Peachtree St. NE.

Suite: 1200

City Atlanta

State: GA

Zip: 30309

Fax: _____

Mobile Tel: _____

Email: jarnold@pftlegal.com

Subject Property Information:

Address: 12075 Morris Rd.

Current Zoning: CUP

District: 2

Section: 2

Land Lot: 1262

Parcel ID: 22 546012621435

Proposed Zoning: _____

Current Use: Vacant

This Application For (Check All That Apply):☐ Conditional Use☐ Master Plan Amendment☐ Rezoning☐ Master Plan Review☐ Variance☐ Public Hearing☐ Comprehensive Plan Amendment☒ Other (Specify): Modification of Variance Condition

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

Hotel

Applicant's Request (Please itemize the proposal):

Modify Condition #1 of the approved variance conditions (V-16-06), which currently reads as follows:

"1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff."

Applicant's Intent (Please describe what the proposal would facilitate):

Please see attached Letter of Intent.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: RAM ALPHARETTA HOSPITALITY LLC c/o Rinkesh Patel

Telephone: 706-660-5616

Address: 233 12th Street Suite 301

Suite: 301

City Columbus

State: GA

Zip: 31901

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|---|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☒ Other <u>Modification of Variance Condition</u> |

Identify Authorized Applicant:

Name of Authorized Applicant: RAM Alpharetta Hospitality, LLC c/o Jill Arnold

Telephone: 404-665-1243

Address: 1230 Peachtree St. NE

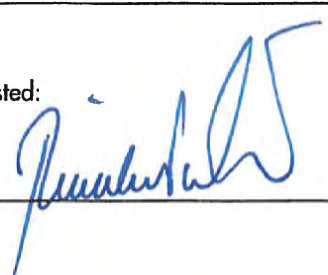
Suite: 1200

City Atlanta

State: GA

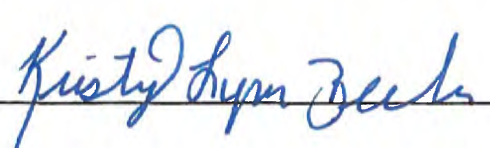
Zip: 30309

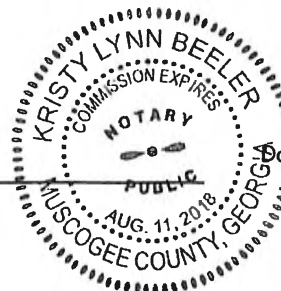
So Sworn and Attested:

Owner Signature: 

Date: 11-27-2017

Notary:

Notary Signature: 



Date: 11/27/2017

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: RAM Alpharetta Hospitality, LLC

Subject Public Hearing Case: Home 2 Suites, Modification of Variance Conditions

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

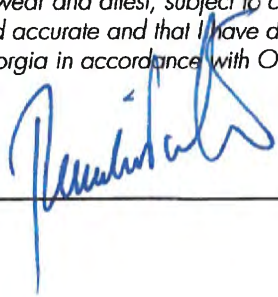
Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: 

Date: 11-27-2017

CAMPAIGN DISCLOSURE STATEMENT

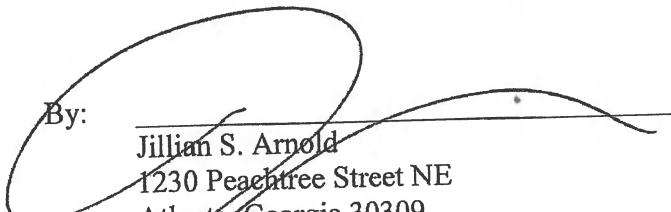
G. DOUGLAS DILLARD and JILL ARNOLD of the law firm of PURSLEY FRIESE TORGRIMSON, LLP, have been retained to represent Applicant before the CITY OF ALPHARETTA, GEORGIA. Pursuant to the provisions of O.C.G.A. §36-67A-3, please find below a list of the contributions made by the above-named individuals, or the law firms of PURSLEY FRIESE TORGRIMSON, LLP, in the past two years, aggregating \$250.00 or more, to local government officials who may review this Application.

<u>NAME OF GOV'T. OFFICIAL</u>	<u>POSITION</u>	<u>AMOUNT OF CONTRIBUTION</u>	<u>DATE OF CONTRIBUTION</u>
------------------------------------	-----------------	-----------------------------------	---------------------------------

N/A

This 1st day of December, 2017.

PURSLEY FRIESE TORGRIMSON, LLP

By: 

Jillian S. Arnold
1230 Peachtree Street NE
Atlanta, Georgia 30309
(404) 876-4880 (Telephone)
(404) 876-4757 (Facsimile)

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.
Please see attached.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.
Please see attached.

Are there conditions that are peculiar to the subject property? Please describe them in detail.
Please see attached.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.
Please see attached.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Please see attached.

How will this proposal affect the use and value of the surrounding properties?

Please see attached.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

Please see attached.

What would be the increase to population and traffic if the proposal were approved?

Please see attached.

What would be the impact to schools and utilities if the proposal were approved?

Please see attached.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Please see attached.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Please see attached.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: Home 2 Suites Hotel-Modification of Variance Condition in V-16-06

Contact Name: Jill Arnold

Telephone: 404-665-1243

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Property Owners within 500 ft.

Please see attached.

Method by which these individuals will be contacted. Please mark all that apply. If you select "Other," please provide a description of the method of contact that will be used.

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) _____ |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Individuals will have the opportunity to respond by letter, telephone, or email.

Jill Arnold, Esq.
1230 Peachtree St. NE, Suite 1200
Atlanta, GA 30309
404-665-1243
jarnold@pftlegal.com

ARCHER JEFFREY D
10 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4410

BAYINDIR NERIMAN A
2195 WESTWIND DR
ROSWELL, GA 30075

BLAKE MARVIN S & CHRISTINE
P
36 COUNTRY PLACE CT
ALPHARETTA, GA 30005

BRE COH GA LLC
P.O. BOX #A-3879
CHICAGO, IL 60690-3879

BURTON VIOLA P & STEVEN A
50 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4411

CAIN DOROTHY P
7 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4410

CONNER ERIC
31 COUNTRY PLACE CT
ALPHARETTA, GA 30005

CRESCENT HOLDINGS LLC
2176 MALDEN HILL DR
BUFORD, GA 30519-6814

CUMMINGS LAURIE A
47 COUNTRY PLACE CT
ALPHARETTA, GA 30005

DAIGLE DEXTER &
DAIGLE TRACY EMROE
2016 SHARON RD
CUMMING, GA 30041

DAIGLE DEXTER &
EMROE TRACY
2016 SHARON RD
CUMMING, GA 30041

DANIELS KATHLEEN L & DIANA
LYNN
57 COUNTRY PLACE CT
ALPHARETTA, GA 30005

DAPAT EDMUND R
305 KNOLL RIDGE CT
ALPHARETTA, GA 30022-5039

DEVELOPMENT AUTHORITY OF
FULTON COUNTY
141 PRYOR ST SW SUITE 1031
ATLANTA, GA 30303

DEWEESE AVIS D
9660 BROWNS BRIDGE DR
GAINESVILLE, GA 30506

DODGE BESTY H
13 COUNTRY PL CT
ALPHARETTA, GA 30005

DUKE AT WEBB BRIDGE LLC
4828 ASHFORD DUNWOODY RD
SUITE 400
ATLANTA, GA 30338

DUKE AT WEBB BRIDGE LLC
4828 ASHFORD DUNWOODY RD
SUITE 400
ATLANTA, GA 30338

EMERT THOMAS & WENDY
20 COUNTRY PLACE CT
ALPHARETTA, GA 30005

EMROE BARBARA & DAUNA A
514 PLYMOUTH LN
ALPHARETTA, GA 30009

EMROE BARBARA A
514 PLYMOUTH LN
ALPHARETTA, GA 30004-1745

FANAIAAN EVAZ
4560 BURGESS HILL LN
ALPHARETTA, GA 30022

FULTON COUNTY
141 PRYOR ST SW SUITE 7000
ATLANTA, GA 30303

GIBBS TABITHA E
67 COUNTRYPLACE CT
ALPHARETTA, GA 30005

GRAVER LAUREN A
69 COUNTRY PLACE CT
ALPHARETTA, GA 30005

GREENSTONE PRESTON RIDGE
LP
3301 WINDY RIDGE PKWY # 320
ATLANTA, GA 30339

HARNER CHARLES W
HARNER LETITIA
131 WILLS LN
ALPHARETTA, GA 30004

HIPP JOHN E & MELLO FRANCIS
L
63 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4411

JNP INVESTMENT HOLDINGS
LLC
793 N MAIN ST
ALPHARETTA, GA 30005

JORDAN JOE D
64 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4411

KALEY KEVIN P & LYNN A
1564 TEMPLE JOHNSON RD
LOGANVILLE, GA 30052

KUKKADAPU VEENA &
KUKKADAPU SRINIVAS
1010 ROCKBASS RD
SUWANEE, GA 30024

LIM KIONG WAK
1926 NORTHBROOKE LN
DUNWOODY, GA 30338

LTCG INVESTMENTS LLC
3585 ROXBORO RD NE UNIT 1
ATLANTA, GA 30326

MINTER DON H & REBECCA D
93 WHITE OAK RIDGE
ELLIJAY, GA 30540

MUGLIA TRUST THE
6655 DRESSAGE XING
CUMMING, GA 30040-7032

PRRP II LLC
3330 PRESTON RIDGE RD SUITE
300
ALPHARETTA, GA 30005

RIVAS OLGA M &
IBARRA MARCO
60 COUNTRY PLACE CT
ALPHARETTA, GA 30005

SANIC MARIANA
17 COUNTRY PLACE CT
ALPHARETTA, GA 30005

SIMPKINS SHEILA M & DAVID C
120 WEATHERLY WAY
ALPHARETTA, GA 30004

KEASLER JOYCE E
100 PFARNER RD
DAHLONEGA, GA 30533

KUSS KATHRYN E
72 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4412

LITTLE STEPHEN J
68 COUNTRY PLACE CT
ALPHARETTA, GA 30005

MIKTER LLC
120 FOX COVE CT
ALPHARETTA, GA 30022

MONROE KENT & CATHY
4177 N ARNOLD MILL RD
WOODSTOCK, GA 30188

NGUYEN LINH B
39 COUNTRY PLACE CT
ALPHARETTA, GA 30005

RAJABI STEVE
26 COUNTRY PL
ALPHARETTA, GA 30005

RYAN MARY E
62 COUNTRY PLACE CT
ALPHARETTA, GA 30005

SHAW NANCY L
845 STONE HAVEN LN
ALPHARETTA, GA 30005

SJOHOLM LEE R
14 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4410

KHAN MUHAMMAD FAROOQ
AZAM &
QURESHI LUBNA MAHTAB
54 COUNTRY PLACE CT
ALPHARETTA, GA 30005

LETSON BREN W
25 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4410

LITTLE THOMAS M
LITTLE TYRA
4960 TIMBERBRIDGE LN
ALPHARETTA, GA 30022

MILLS CHRISTIAN N
53 COUNTRY PLACE CT
ALPHARETTA, GA 30004

MONROE MICHAEL K &
CATHERINE D
4177 N ARNOLD MILL RD
WOODSTOCK, GA 30188

PRESTON PROFESSIONAL
BUILDING II LLC
3330 PRESTON RIDGE RD STE
300
ALPHARETTA, GA 30005

RAMESHKUMAR SELVARAJ
LEE SOO SEE
70 COUNTRY PLACE CT
ALPHARETTA, GA 30005

SANCHEZ LORENA GUTIERREZ
4636 PINE ST
SMYRNA, GA 30080

SHAW NANCY LEE
845 STONEHAVEN LANE
ALPHARETTA, GA 30005

SODERSTROM BJORN R
22 COUNTRY PL
ALPHARETTA, GA 30005

SOLASKI JOSEPH B
30 COUNTRY PLACE CT
ALPHARETTA, GA 30022

SON DONG CHUL
66 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4411

SON HYE RAN
2487 SHENLEY PARK CT
DULUTH, GA 30097

STENSLAND THOR M
35 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4411

STRINGFELLOW ENTERPRISES
LLC
3125 HARTRIDGE DR
ALPHARETTA, GA 30022

STRINGFELLOW ENTERPRISES
LLC
3125 HARTRIDGE DR
ALPHARETTA, GA 30022

TAYLOR WEAVER
37 COUNTRY PLACE CT
ALPHARETTA, GA 30005

TCHANTOURIA GUEORGUI
4855 HAYDENS WALK DR
ALPHARETTA, GA 30022

TCHANTOURIA GUEORGUI
4855 HAYDENS WALK DR
ALPHARETTA, GA 30022

TIERNEY WILLIAM RAYMOND
71 COUNTRY PLACE CT
ALPHARETTA, GA 30005-4412

TONG THIEN
TONG THU THUY
5580 CANNONERO DR
ALPHARETTA, GA 30005

UDDIN HABEEB
20 ALYCIA WAY
ALPHARETTA, GA 30004

VELDEN JACK V
4178 RIDGE RD
BUFORD, GA 30519-1849

VELDEN JACK VANDER
4178 RIDGE RD
BUFORD, GA 30519

VILLAGE PARK OF
ALPHARETTA LLC
3399 PEACHTREE RD NE SUITE
400
ATLANTA, GA 30326

VISUAL TECHNOLOGIES INC
510 STAGHORN CT
ALPHARETTA, GA 30004

VISUAL TECHNOLOGIES INC
510 STAGHORN CT
ALPHARETTA, GA 30004

VND LLC
5445 PEACHTREE DUNWOODY
RD
ATLANTA, GA 30342

WATTS W DAVID & LYNN S
775 STURGES WAY
ALPHARETTA, GA 30022

WILLIAMS KATHRYN P
15 COUNTRY PLACE CT
ALPHARETTA, GA 30005

YEMINI NETHANEL & ZIPORA
1750 BROADWELL OAKS DR
ALPHARETTA, GA 30004

A-E-C

ARCHITECTURAL
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
ENVIRONMENTAL DESIGN
CONSTRUCTION MANAGEMENT



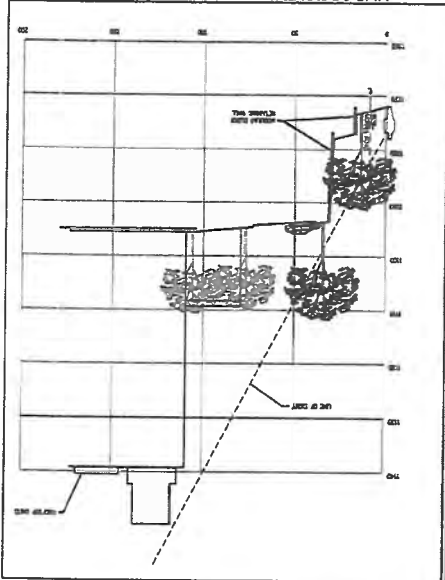
PRELIMINARY SITE PLAN

Alpharetta, GA

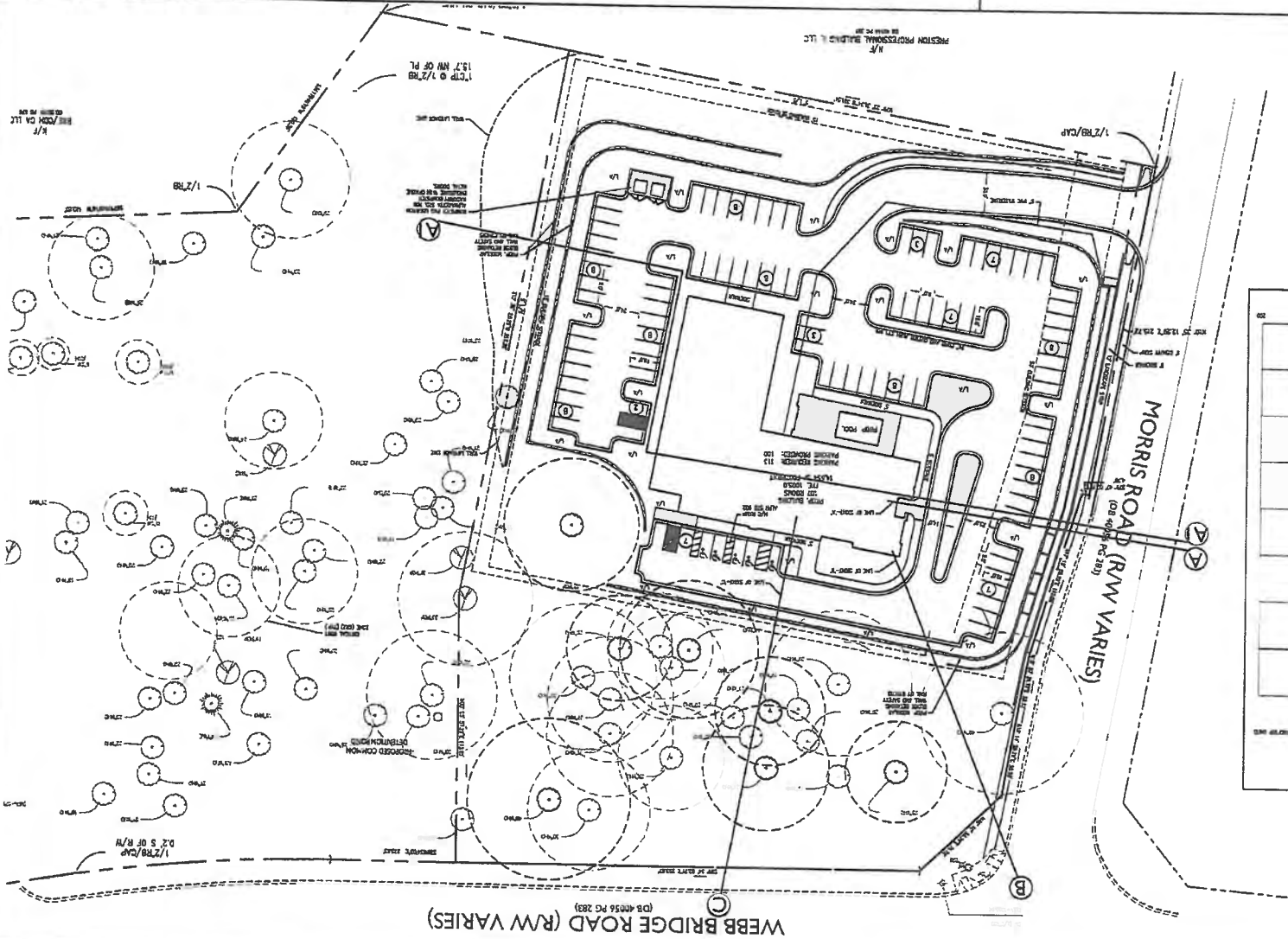
HOME 2 SUITES

PROJECT INFORMATION
PROJECT NO: 15-014
DATE: 12-14-15 (REV 2-19-2016)
SCALE: 1" = 30'
FILE NAME: 15-014-01.dwg
DESIGNER: M. W. H. H.

LINE OF SIGHT TO ROOF TOP UNITS - A
SCALE 1/8" = 1'-0"



SITE DATA:
HOME 2 SUITES
LOT 1242, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY
ZONING: CUP
ACREAGE: 4.19
PROJ. ROOMS: 107
PROJ. PARKING: 100 INCLUDING 5 H/C
PROJ. HEIGHT: 44' (4 STORIES)
PROJ. SF: 14,654 SF FOOTPRINT



Legal Description—Ram Parcel

All that tract or parcel of land lying and being in Land Lot 1262 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia being more particularly described as follows:

From the TRUE POINT OF BEGINNING as established and running North 46 degrees 16 minutes 55 seconds East, a distance of 64.93 feet to a point; thence running South 89 degrees, 54 minutes, 3 seconds East, a distance of 295.87 feet to a point; thence running South 0 degrees, 5 minutes, 57 seconds West, a distance of 173.81 feet to a point; thence running South 10 degrees, 36 minutes, 28 seconds West, a distance of 357.36 feet to a point; thence running North 79 degrees. 23 minutes, 32 seconds West, a distance of 381.51 feet; thence running North 10 degrees, 50 minutes, 39 seconds East, a distance of 227.99 feet; thence running North 17 degrees, 4 minutes, 49 seconds East, a distance of 97.93 feet; thence running North 10 degrees, 52 minutes, 46 seconds East, a distance of 96.27 feet to the TRUE POINT OF BEGINNING, containing 4.136 acres as shown on the Minor Subdivision Plat for Home 2 Suites, prepared by Genuine Mapping & Design, dated May 16, 2016, and bearing the seal of Benjamin L. Drerup, GRLS No. 3162.

Letter of Intent and Impact Analysis

City of Alpharetta

Modification to Variance Condition
V-16-06

Applicant:
Ram Alpharetta Hospitality, LLC

Property:
+/- 4.13 acres
Alpharetta, GA 30004

Submitted for Applicant by:

G. Douglas Dillard
Jill S. Arnold
PURSLEY FRIESE TORGRIMSON
1230 Peachtree Street, Suite 1200
Atlanta, Georgia 30309
(404) 665-1243
jarnold@pftlegal.com

I. INTRODUCTION

The subject property is approximately 4.13 acres of land located on Webb Bridge Road and Morris Road ("Property"). The Property is currently zoned O-I and is part of the Preston Ridge Master Plan, Pod F. The Applicant is developing a Home2 Suites by Hilton on the Property.

In 2016, the Applicant requested 2 variances for the Property in case number V-16-06 to reduce parking and to allow a retaining wall within the front yard. The 2 variances were approved with 8 conditions. The Applicant now seeks to modify Condition #1. Condition #1 currently reads:

1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.

The Applicant has reviewed, evaluated, and discussed with Staff various materials for the retaining wall. To date, Staff has not approved any wall materials presented by the Applicant based on Condition #1 and the "masonry façade" language contained therein (though "masonry façade" is not defined), thereby significantly delaying the issuance of development and building permits. Staff's position is that the retaining wall needs to have a stacked stone appearance where individual block sizes vary based on Condition #1 above.

The Applicant has consulted with several retaining wall experts on this matter. Because of the wall's size and amount of geogrid needed to stabilize the wall and retain earth, a stacked stone wall would not be safe or structurally sound. With this in mind, the Applicant has shown Staff wall materials that are structurally sound, aesthetically pleasing, and utilized throughout Alpharetta. Because of the heavy landscaping proposed by the Applicant along every tier of the retaining wall, the wall may not even be visible to neighboring owners and those utilizing Morris Road or Webb Bridge Road.

In order to move this project forward, the Applicant requests revising Condition #1 to read as follows:

- ~~1. All portions of the retaining wall visible from the public right-of-way shall be faced with a masonry material with a stone appearance and shall be compatible with the materials used for the primary structure. Material to be approved by Staff.~~ The retaining wall shall be made from Anchor Diamond Pro Stone Cut Virtual Joint Segmental Block Retaining Wall System, using a color to be selected by Staff within the manufacturer's standard color options.

No changes are proposed to the remaining conditions of zoning.

II. Criteria for Change to Variance Condition

The Applicant satisfies all of the criteria for variances as set forth in the Alpharetta Unified Development Code ("UDC"), Section 4.5.4 and the Alpharetta Public Hearing Application Form.

1) Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography?

Yes, there are extraordinary conditions pertaining to the subject property because of its size and shape. The existing topography on the site is extremely steep and has significant grade changes throughout the site. In order to develop the site, a new retaining wall must be installed along the property's frontage. While the Applicant desires an aesthetically pleasing wall along the Property's frontage, there is a balance that must be struck between aesthetics and structural integrity. The Applicant's proposed revision to Condition #1, which would allow an Anchor Diamond Pro Stone Cut Virtual Joint Segmental Block Retaining Wall System, strikes this balance.

2) Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship?

Yes, the literal interpretation and strict application of the existing Zoning Condition #1 will cause undue and unnecessary hardship to the Property and the owner.

3) Are there conditions that are peculiar to the subject property?

Yes, there are extraordinary conditions pertaining to the subject property because of its size and shape. The existing topography on the site is extremely steep and has significant grade changes throughout the site. The Applicant seeks to install a retaining wall that is both aesthetically pleasing and structurally sound.

4) Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code?

No, relief from the strict application and literal interpretation of the zoning condition would not cause substantial detriment to the public good or impair the purpose of the Zoning Code. In granting the requested modification, there will be no harm to adjacent owners because the wall will be structurally sound and aesthetically pleasing. In fact, because of the heavy landscaping proposed along every tier of the retaining wall, the wall may not be visible to neighboring owners and those utilizing Morris Road or Webb Bridge Road. The proposed modification to the zoning condition will allow a currently underutilized property to develop into a high quality Hilton hotel that will benefit surrounding owners and the Alpharetta community.

III. REQUIRED CONSTITUTIONAL AND ANTE LITEM NOTICE

Georgia law and the procedures of the City of Alpharetta require us to raise Federal and State constitutional objections during the public hearing application process. While the Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

The portions of the Alpharetta Unified Development Code, facially and as applied to the Property, which restrict the Property to any uses, land use designations, conditions, land use designations, development standards, or to any zoning districts other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A denial of this Application would be unconstitutional under the Takings Clause of the Fifth Amendment to the Constitution of the United States and the Just Compensation Clause of Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983. A refusal by the Demorest City Council to modify the zoning conditions as requested would constitute a taking of the Applicant's property. Because of this unconstitutional taking, the City of Demorest would be required to pay just compensation to the Applicant in the amount of \$1,000,000.

The application of the Alpharetta Unified Development Code, facially and as applied to the Property, which restricts the Property to any uses, conditions, land use designations, development standards, or to any zoning classifications other than in accordance with the application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Alpharetta City Council without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. A refusal to grant the requested rezoning, comprehensive plan amendment, or variances would lack objective justification and would result only from neighborhood opposition, which would constitute an unlawful delegation of the zoning power to non-legislative bodies in violation of the Georgia Constitution, Article IX, Section II, Paragraph 4.

A refusal by Alpharetta City Council to grant the modification request in accordance with the criteria requirements as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any zoning of the Property, or approval of the Application subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

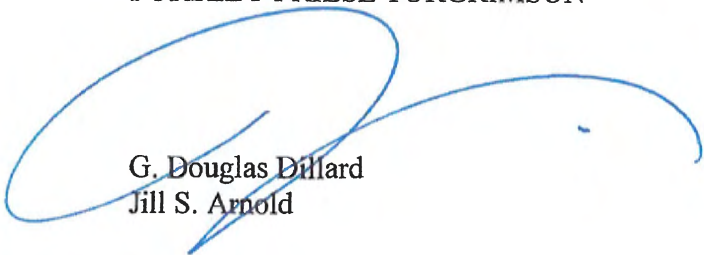
The existing zoning conditions are unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to modify Zoning Condition #1 (V-16-06) as requested by the Applicant within a reasonable time, a claim will be filed in the Superior Court of Fulton County demanding just and adequate compensation under Georgia law for the taking of the Property, diminution of value of the Property, attorney's fees and not less than \$1,000,000 in other damages arising out of the unlawful deprivation of the Applicant's property rights.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the City modify the variance condition as requested. If there are any questions about these requests, you may contact me at 404-665-1243 or jarnold@pftlegal.com.

Sincerely,

PURSLEY FRIESE TORGRIMSON



G. Douglas Dillard
Jill S. Arnold

1. ALL TEMPORARY AND PERMANENT SIGNS SHALL BE POSTED SEPARATELY.
2. CONTACT THE FOLLOWING DEPARTMENTS FOR APPROVAL OF THE PERMANENT CERTIFICATE OF CONFORMANCE: COUNTY DEVELOPMENT, ENGINEERING, AIRPORT, TRAFFIC, FIRE, AND ENVIRONMENTAL SERVICES, ALLOW A MINIMUM OF 15 BUSINESS DAYS FOR THE INSPECTION APPOINTMENT.
3. BURY PITS ARE NOT ALLOWED.
4. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
5. ALL REMEDIATION ARE TO BACK OF CURB, UNLESS OTHERWISE SPECIFIED.
6. CHISEL ALL SLOPES OF H/C FORMS FOR COMPLIANCE TO ADOPTED PROTECTIVE PAVEMENT.
7. SEE SHEET 0.10 FOR PAVEMENT SPECIFICATIONS AND DETAILS.
8. REFER TO SHEET 0.10 FOR HIGHWAY/RAIL LOCAL.
9. NEW PAVEMENT SHALL AT ALL DRIVE ALKES AND LIGHT DUTY PAVEMENT AT ALL PARKING SPACES.
10. SEE SHEET 0.10 FOR ALPHANETIC STANDARD STREET SIGN DETAIL 800.

DC
E.S.T.
C&C
CP
CONC.
FC
H/C
L/A
L
S/F
LD
F/L
R/L

REQUIRED: 113 SPACES
PROVIDED: 108 SPACES
ADMINISTRATIVE PARKING VARIANCE OF 11.5%
SPACES REQUIRED: 5 SPACES (FOR 151-200 PARKING SPACES)
HANDICAP SPACES PROVIDED: 5 (INCLUDING:

SITE AND STREET LIGHTING
PLAN TO BE DESIGNED BY
OTHERS SEE SHEET E2.0

STOP
R1-1

1. ORGA CERTIFICATE OF COMPETENCY HOLDER FOR AUTOMATIC FIRE
SPRINKLER SYSTEMS WILL BE RESPONSIBLE DESIGN
INSTALLATION OF UNDERGROUND SUPPLY PIPING.
2. DURING CONSTRUCTION AND PERMANENT ROADWAYS
CONSTRUCTED OF ALL WEATHER SURF ABLE OF SUPPORTING
POUNDS WEIGHT BE PROVIDED PER INTERNATIONAL
FIRE CODE, 5. EDITION

ALL WALLS 30" IN HEIGHT MEASURED & VERTICAL 42" HORIZONTAL ON .
ALL WALLS DESIGNED AND PERMITTED OTHERS.
ALL WALLS 4'-0" AND OVER SEPARATE BUILDING PERMIT WILL BE REQUIRED. ALL
WALLS OVER 6'-0" MEASURED PERMITTING OR ACCEPTABLE DENSE VEGETATION AT THE TOP
ARTICLE 4

[illegible]

(DB 40056 PG 283)

[illegible]

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE PREPARER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE DONE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

WASTE GENERATION DATA	
OF	TONS
DAILY	3.2 LB
NUMBER OF TONS	
1. GENERAL STORAGE	342 LBS
2. FREQUENTLY CYCLED STORAGE	VOLUME REQUIRED
25% RECYCLABLE STORAGE	86 LBS/DAY = (90 LB/2 WEEKS)
5% RECYCLABLE STORAGE	25 LBS - Y = 899 LB/3.5 DAYS
RECYCLABLE BI	TONS
RECYCLABLE BI-NEEKLY	
3. BIOTENIC REQUIRED	TANKER SIZE
1. 2 TONS	8 CY TANKER

ALL EXISTING DRILLS, SPUDCAMS AND MUD-SPUDCAMS LOCATED AT DRILL SITES OF TOWNSHIPS 20 NORTH 36 EAST AND 20 NORTH 37 EAST SHALL BE FULLY REPAIRED DURING ALL PHASES OF THE PROJECT. THE TOWNSHIPS SHALL BE RESPONSIBLE FOR THE REPAIRS. THE REPAIRS SHALL BE COMPLETED BY THE END OF THE PROJECT. THE REPAIRS SHALL BE COMPLETED BY THE END OF THE PROJECT. THE REPAIRS SHALL BE COMPLETED BY THE END OF THE PROJECT.



1306710 31 MAR 83 0413Z

LL-1261, 2ND DIST., 2ND SEC.

1

5

SUMMIT REVIEW

PROJECT 1

UNION
CHECKED
DATE

0



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Meeting Date: March 26, 2018

I. AGENDA ITEM TITLE: CONCEALABLE BODY ARMOR FOR PUBLIC SAFETY (RFP 18-105)

II. RECOMMENDATION:

Please award RFP 18-105 to Dana Safety Supply and Galls LLC for concealable body armor and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT
FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

BALLISTIC VEST PURCHASES ARE PRIMARILY FUNDED THROUGH GRANT FUNDS AND SUPPLEMENTED THROUGH DEPARTMENTAL UNIFORM FUNDING WITHIN THE PUBLIC SAFETY DEPARTMENT'S OPERATING BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Public Safety Ballistic Vests (multiple accounts)	\$35,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety purchases concealable body armor ("ballistic vests") for Police, Police Reserves, and volunteer personnel. The City's intent is to award a 5-year non-exclusive contract to vendor(s) that meet the ballistic vest requirements listed in the RFP.

The Department of Public Safety and Finance Departments prepared a Request for Proposal (RFP 18-105) and advertised for proposals in December 2017/January 2018. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City. The City received five proposals from the following firms; 144th Marketing Group LLC, Dana Safety Supply, Galls LLC, Konoval LLC and Law Enforcement Supply.

The Evaluation Committee met February 21, 2018 to tabulate the overall scores. Each proposal was evaluated based on; References (40%), Method of Service (40%); Other, including distinctive features, additional services, etc., (17%), and Alpharetta vendor preference (3%). The proposals from Konoval LLC and Law Enforcement Supply were found to be non-responsive during the evaluation process (e.g. did not submit required evaluation requirements). The resulting scores for the responsive proposals were as follows (ranking of "1" to "5" with "5" being the highest):

1. Galls, LLC	3.71
2. Dana Safety Supply	3.21
3. 144 th Marketing Group, LLC	1.87

Costs were evaluated only for the top two ranking firms:

1. Dana Safety Supply	5.00
-----------------------	------

2. Galls, LLC	4.34
---------------	------

Total scores for the top two firms were:

1. Dana Safety Supply	8.21
2. Galls, LLC	8.05

The Public Safety Department desires to enter into a contract with both Dana Safety Supply and Galls, LLC to ensure competitive pricing and alternative supply sources. The Department has worked with both vendors and is satisfied with their service delivery and the quality of their products. Therefore, staff recommends award of RFP 18-105 to Dana Safety Supply and Galls, LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Record of Receipt (RFP 18-105), Galls RFP Submission Excerpt (RFP 18-105), Dana Safety Supply RFP Submission Excerpt (RFP 18-105)



CITY OF ALPHARETTA
RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: **18-105**

Due Date: **February 1, 2018**

RFP NAME: **Concealable Body Armor for Public Safety Department**

Due Time: **10:00 AM**

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Law Enforcement Supply	1/30/2018	1:26 PM	
2	Galls	1/31/2018	10:29 AM	
3	Dana Safety Supply	1/31/2018	10:29 AM	
4	Konoval, LLC	1/31/2018	10:29 AM	
5	144th Marketing Group, LLC	1/31/2018	2:56 PM	
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: CONCEALABLE BODY ARMOR FOR PUBLIC SAFETY DEPARTMENT
RFP #: 18-105; ADDENDUM 2
RFP RESPONSE DUE DATE/TIME: FEBRUARY 1, 2018; 10:00 AM
RFP ISSUE DATE: DECEMBER 14, 2017
NUMBER OF PAGES: 33

CONTACT INFORMATION

Procurement Agent and RFP Contact: Debora Westbrook
City of Alpharetta Phone: 678-297-6052
Finance Department FAX: 678-297-6093
Budget & Procurement Team Email: purchasing@alpharetta.ga.us
2 Park Plaza Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO: **EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:**
CITY OF ALPHARETTA Offeror's Name and Address
FINANCE DEPARTMENT RFP Title & Number as noted on top of this page
CITY HALL 1ST FLOOR GREETER STATION RFP Due Date & Time as noted on top of this page
2 PARK PLAZA (or as may be changed by Official Written Addendum)
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals. This will also serve as ADDENDUM 2 acknowledgement.

Firm/Offor Name: Galls, LLC
Firm/Offor Mailing Address: 1340 Russell Cave Road Lexington, KY 40505
Firm/Offor Phone Number(s): (800)876-4242
Firm/Offor FAX Number(s): (877)914-2557
Email Address for Offor's Contact: Penman-Justin@Galls.com
Authorized Offor Signature:
Printed Name of Signer: R. Michael Andrews, Jr.
Offor Federal I.D. Number: 20-3545989
Offor DUNS Number: 04-259-8482



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

Project Specific Requirements

1. Galls, LLC will provide body armor samples upon request from the City of Alpharetta.
2. Galls, LLC offers a secure online ordering system to accommodate Public Safety employees with their billing and ordering needs.
3. Galls, LLC offers two convenient locations at 1395 South Marietta Parkway., #220 Marietta, GA. 30066 and 1315 Chattahoochee Avenue NW, Atlanta, GA 30318.
4. Galls, LLC will provide measuring of officers no less than once every thirty days at the City's Public Safety Department Headquarters or other mutually-agreeable location.
5. Galls, LLC will invoice the City of Alpharetta for orders placed with payment due within 45 days of delivery.
6. Public Safety employees personally ordering shall pay for items upon receipt through the equipment website or at the location stated above.
7. Galls, LLC will maintain complete and accurate records of all vests made including dates of manufacture and delivery, serial numbers and names of the officer for whom the vests were made, individual measurements and/or sizes and other pertinent data.
8. Galls, LLC will provide a point or points of contact during normal business hours for questions relating to invoices and payments, order status, measurement appointments or other routine communication.
9. Galls, LLC will deliver 90% of vests within six weeks of confirmed orders.



Technical Specification

Paladin

Level IIIA - NIJ O IO I. 06 Requirement

Model Number:	ULW-IIIA
Ballistic Material:	Aramid/Polyethylene
Pad Cover:	TPU Coated <i>Ripstop</i>
NIJ Level:	IIIA
Weight (Areal Density):	.89 lbs./ft
Thickness:	.20 inches
V50 357sig	1929 fps
V50 44mag	1689 fps
Certification Backface- 357sig	25mm
Certification Backface- 44mag	33mm



Technical Specification

Paladin

Level II - NIJ 0101. 06 Requirement

Model Number:	ULW-II
Ballistic Material:	Aramid/Dyneema
Pad Cover:	TPU Coated <i>Ripstop</i>
NIJ Level:	II
Weight (Areal Density):	.68 lbs./ft
Thickness:	.16 inches
V50 9mm	1745 fps
V50 .357mag	1668 fps
Certification Backface- 9mm	27.65mm
Certification Backface- .357mag	32.67mm



Special Threat Lab Testing

Winchester Ranger 9mm Luger +P+ 127 gr SXT

Speer .357 Sig GDHP 125 gr

5.7 x 28 FN SS197 Blue Tip 40 gr

7.62 x 25 Tokarev FMJ 85 gr

FBI Protocol



<u>Criteria</u>	<u>FBI Protocol</u>	<u>NIJ-STD-0101.06</u>	<u>DEA Protocol</u>
Pass/Fail Criteria	Penetration	BFS, Penetration, V50	BFS, Penetration, V50
Test Bullet	9mm NATO@ 1400 (+/- 25) fps. The test can be performed with other rounds	2 different bullets used per threat level. Level II - 9mm 124 gr FMJ and .357 Mag 158 gr JSP. Level IIIA- .357 Sig 125 gr FMJ and .44 Mag 240 gr SJHP	2,4, 16,64 grain RCC. 9mm 124gr FMJ, 9mm 127gr SXT, .40 (Speer) 165gr GDHP.
Backing Material	Ballistic Gelatine Type 250 A	Roma Plastelina No. 1	Roma Plastelina No. 1
Strapping	Strapped to the Gelatine block as it is designed to be worn.	Strapped to the clay block with 5 straps supplied by the lab or with manufacturers designed strapping system.	Strapped to the day block with 5 straps supplied by the lab or with manufacturers designed strapping system.
Shot Spacing	Measured based on the outer carrier.	Measured based on the armor panel.	Measured based on the armor panel.
Panel Handling	The panel will be smoothed between each shot except for test 8.	The panel will be smoothed between each shot.	The panel will be smoothed between each shot, except for the multiple shot test.
Test Panel Size	44-46" chest, 15-17" front length, 17- 19" back length.	Manufacturer chooses the smallest and largest of 5 templates to submit/manufacture. (C1-C5)	(C2)15-17" front and back length
Test Sample Quality	10 Vests	28 Vests	4 Vests
# of Shots	115 Shots (4 panel series of 23 shots repeated 5 times).	384 (VO - 144, VS0- 240)	Least of 6 shots per RCC VS0. Dry panel receives 11 shots, conditioned samples 3 shots.
A- Dry Test	Panel 1 - 3 shot cluster @ 0° 1.25" - 2.0" apart.	Shots 4, 5, 6 must be within a 3.94" diameter circle with a minimum shot to shot distance of 2.0".	3 shot dry test, Multi round test, Top and bottom edge test (1.50"), 1 contact shot from 9mm 124gr



		Shots 4 & 5 are at 30° & 45°.	
B- Multiple Rounds	Panel 1 - 3 shots within a 3" diameter circle but no closer than 1" to a previous shot. No smoothing of the vest is allowed.	No comparable test	Three shots 1.75" from each other in a circle pattern with the 9mm 124gr. FMJ
C- Edge Test	Panel 1 - 2 shots at 1.25" - 2.0" from the edge	The first three shots of the VO testing are placed at 2" and 3" from the edge (depending on the round). BFS is measured.	Dry panel shots at 1.50" from top and bottom the edge.
D- Heat Test	Panel 2 - placed in environmental chamber at 140° F for 14 - 18 hours. Then 3 shot cluster @ 1.25" - 2.0" apart.	8 vests - 10-day conditioning chamber tumbled at 5 rpm, @ 149° F and 80% humidity. Then the std VO and V50 testing.	3 shots with 9mm 124gr FMJ.
E- Cold Test	Panel 3 - placed in environmental chamber at -40° F for 14 - 18 hours. Then 3 shot cluster @ 1.25" - 2.0" apart.	No comparable test	3 shots with 9mm 124gr FMJ.
F- Wet Test	Panel 4 - submerged 18" - 24" in tap water for 14 - 18 hours. Immediately upon removal from the water, a 3 shot cluster @ 1.25" - 2.0" apart.	Each VO panel is submerged vertically at least 6" below the water for 30 minutes. After a 10 minute drip, the panel is shot to the 6 shot VO test.	3 shots with 9mm 124gr FMJ.
G- Contact Shots	Panels 2, 3, and/or 4 - total of 5 shots placed no closer than 1.25" from any other shot. The muzzle should be lightly touching the vest but not dimpling the carrier.	No comparable test	1 contact shot with 9mm 124 gr FMJ (1043fps), 9mm 127gr SXT (1237fps), .40 165gr GDHP (1146 fps).
H- Contact Shot 9mm SXT	Panel 3 - 1 shot with the muzzle lightly touching the vest.	No comparable test	1 contact shot with 9mm 127gr SXT (1237fps).



1340 Russell Cave Road
Lexington, KY 40505

January 29, 2018

City of Alpharetta
Attention To: Debora Westbrook
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Re: RFP 18-105, Concealable Body Armor for Public Safety Department

Dear Debora:

Galls, LLC ("Galls") is excited about the opportunity to service the City of Alpharetta ("the City") and look forward to becoming a key Partner if awarded the Contract. Galls has been in business for 50 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are proud to serve America's public safety professionals.

Galls' Corporate Office and Primary Distribution Center is located at 1340 Russell Cave Road, Lexington, KY 40505. In addition to the primary location, Galls has over 80 locations nationwide consisting of distribution centers, retail stores, and contract service centers.

Galls recent acquisition of Red the Uniform Tailor allows Galls to provide a two local branches that may be utilized by the City personnel for optimal service and efficient response to immediate needs and ordering.

The branch locations to be utilized for this contract are located 20-25 miles from the Alpharetta Public Safety Headquarters. Branch information is below.

Galls (formerly Red the Uniform Tailor)
1395 South Marietta Parkway., #220
Marietta, GA 30066
PH: 770-800-9888 Fax: 770-799-5646
Hours are Monday- Friday 8:30am - 5:00pm

Galls, LLC
1315 Chattahoochee Ave NW
Atlanta, GA 30318
PH: 404-603-4778
Hours are Monday-Friday 9am-4pm

The City's designated point of contact will be Ann Marie Davidson, Branch Manager Marietta, GA. Ann Marie has worked closely with the Public Safety Industry for 18 years. She is proficient and knowledgeable in all uniform and equipment needs and has extensive training in the Body Armor area including information and fitting. Ann Marie may be contacted at the Marietta Branch location or via email at ann_davidson@rtut.com.

We appreciate the consideration and look forward to servicing the City of Alpharetta for the duration of the Contract. Please direct all questions or concerns to the undersigned.

Thank you,

A handwritten signature in black ink, appearing to read 'R. Michael Andrews, Jr.', written over a light blue circular background.

R. Michael Andrews, Jr., CFO
Galls, LLC



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

4.1.2 References:

Agency: Marietta Police Department
Address: 240 Lemon Street, Marietta, GA 30060
Contact: Major Steve Kish
Phone: 770-794-5300
Email: skish@mariettaga.gov
Services Provided: Uniforms, gear and supplies
Contract Value: 100K

Agency: Marietta Fire Department
Address: 112 Haynes St. Marietta, GA 30061
Contact: Commander Mike Vickers
Phone: 770-794-5450
Email: mvickers@mariettaga.gov
Services Provided: Uniforms, gear and supplies
Contract Value: 75K

Agency: Federal Reserve Bank Law Enforcement Division
Address: 1000 Peachtree St. Atlanta, GA
Contact: Laurie Shirley
Phone: 404-498-8598
Email: laurie.shirley@atl.frb.org
Services Provided: Uniforms, gear and supplies
Contract Value: 75K



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

4.1.3 Resume and Experience of Key Personnel

Ann Marie Davidson - General Manager

- 18 years of experience in Industry
- Proficient and knowledgeable in all uniform and equipment needs for Public Safety. Extensive training in Body Armor area including information and fitting and in the duty gear area. Very detail oriented and handles projects very well.
- 6 years with this Company.

Karen Nowakowski - Operations Manager

- 12 years of experience in Industry
- Proficient and knowledgeable in all uniform needs for Public Safety. Designs and creates custom made patches and logos, and uniforms. Extensively trained in fitting custom-made uniforms including but not limited to Honor Guard, Dress Uniforms, Bike Uniforms, Motor Breeches, etc. Karen is a very detail oriented person who handles major projects and coordinates very well.
- 12 years with this Company.

Chris Medley - District Sales Manager- South East

- 5+ Years at Galls
- 12 Years of Industry Experience
- Extensive experience managing large agency uniform and equipment programs
- Manufacturer certified in Body Armor and Uniform fitting

Ed Rumowicz- Regional Account Executive

- 35 years in public safety uniforms and apparel
- Extensive background in product development for large public sector agencies
- Bachelor of Science from Clarion University
- Manufacturer certified in Body Armor and Uniform fitting

Joe Clements – Sales Team Leader – South Team

- 13 years with Galls
- Extensive background in product development for large public-sector agencies
- Manufacturer certified in Body Armor and Uniform fitting

Alison Waldrige – Managed Account Rep – Georgia

- 8 months with Galls
- Pays attention to detail and has strong organizational skills.



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

Method of Providing Services

Ordering Methods

Galls, LLC ("Galls") will provide the City of Alpharetta ("the City") a full-service solution utilizing local branch operations, multiple points of contact, a vast product offering, and a customer specific website ("eQuip").

Retail Branch Location

Galls recent acquisition of Red the Uniform Tailor allows Galls to provide a local branch to be utilized by the City personnel for optimal service and efficient response to immediate needs and ordering.

Galls locations are full service production and/or distribution facilities. The equipment includes hemming, sewing, embroidery, and heat press machinery. Between the two facilities, Galls is confident we have the physical resources to service your account.

Orders Placed by Phone

Orders may also be placed via phone to one of the Key Personnel listed in Section 4.1.2. All calls and voicemails are responded to within 24 business hours.

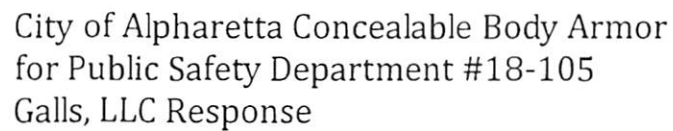
Electronic Order Procedure

Galls will provide a full-service agency specific website that will allow the City the option to manage their uniform program in several ways. We currently have over 4800 customer specific websites, 60,000 users, and 100,000,000 million dollars in annual sales that generate through our eQuip program.

The eQuip website is an a la carte menu that will allow your agency to order utilizing a dollar allotment, unit, allotment, agency approvals or administrative ordering using a purchase order or P-Card.

Included on the following pages are screen shot examples of setup and management options. If interested, Galls would like the opportunity to present the eQuip options to the City to show the options.

(Remainder of Page Intentionally Left Blank)



← → ↺ | 🔒 gails.com [https://gails.com](#)



© 2017 John Wiley & Sons, Ltd.



http://galls.com/?q=CCP=724HPAMCH-WCRKAPMCHS-0000008964WTS&PRDID=43304159339325



Shop by Category

- Uniforms >
- Footwear and Gloves >
- Equipment >
- Ballistic Vests >
- Duty Gear >



Please note that you are not limited to the boots currently displayed on the MPD/Gals website

If you visit www.gails.com and are interested in boots that are not included on www.mpd.gails.com, the process is as follows:

The back must be black (no color accents) and have a polisher toe and must be from a manufacturer that meets the provisions of the City of Madison's sweatshop ordinance.



← → ↺ | 🔒 forwardgalls.com http://157.140.177.102/~(INTRA)MTPG~CGGJL/INTRA/Menu~CATEGORY/PMINING~00000000001156&PMINAN

Order History & Sizes (1 of 3)

← → ↻ 🔒 browser.galls.com/sign/1/0/1M3/1/PA4EDU/+ACCT_ORIGPAGEHANDS=9000041254152152PAGEID=934314934192065 ☆ ≡ ✎ 🐞



GALLS®
The Authority in RPA, Scripting, Integration and Support!

Welcome, B2B MAINTENANCE! Currently logged as **Jonathan Appel - 7298 (Release)**

[View Account | Logout](#)

[0 items in your cart | \\$0.00](#)

[View Cart](#)

Find Current Location
 CLE - 2115 - Dept of Administration

Change Your Location

[HOME](#)
[MY CART](#)
[REPORTS](#)

You have 0 items in your cart.

Order History

My Account

Account Dashboard

Address Book

Phone Book

Order Approval

Order History

Orders Pending Approval

Global Approval History

From Date:

To Date:

Print PO #:

Order #:

OR

Invoice #:

ORDER #	CUST ID *	USER NAME	ORDER DATE	STATUS	ORDER TOTAL	VIEW ORDER	VIEW IMAGES
4105873	7206	JONATHAN_APPLE@SHRFF.ORG	08/01/2017 15:14:5	Canceled	15.64	View Order	
6015481	7209	JONATHAN_APPLE@SHRFF.ORG	20/09/2017 15:20:37	Complete	24.00	View Order	
6321562	7208	JONATHAN_APPLE@SHRFF.ORG	05/28/2017 09:30:17	Complete	90.90	View Order	
6513707	7206	JONATHAN_APPLE@SHRFF.ORG	06/25/2017 12:07:11	Complete	137.92	View Order	
7566055	7206	JONATHAN_APPLE@SHRFF.ORG	22/07/2017 10:11:21	Complete	10.40	View Order	

*Total (order) - Five orders shown by default



← → ↻ 🔒 www.galls.com/ftp://193.42.90.14/ACCE=70D3F8A07F6-C6B81MCH8FAMENU=ACCT_ORDR&PMCHNO=00000038515481&PMR21 ☆ ≡ ✎ 🏠

Order History

CANCEL

omg.galls.com/cgi-bin/CGRAMS/PSYRAM(INU=ACCT_SIZE&PARDID=000000412518848&PARDID=630734920795417)

Copyright © 2004
Blackwell Publishing Ltd
0950-2688/04 \$30.00



[illegible]

[←](#)
[→](#)
[↺](#)
[🔍](#)

[Sign up](#)
[Log in](#)

[Home](#)
[My Cart](#)
[Shop Galls.com](#)

Welcome, B2B USER! Currently shopping as RONALD C SPURLOCK-36273 (Edit user)

Your Current Location: Police

Account Renewal Date: 01/04/2016

Addressed: 0001.00 Unshipped: 0171.00 Shipping Cart: 0172.10 Available: 0190.10

Sign out | My Account | Logout

View: 1 item(s) available | \$272.10

Progress | 1 item(s)

Shopping Cart

Added to Shopping Cart

Items from: 1 item(s) any time

ITEM NUMBER	DESCRIPTION	QTY	ITEM PRICE	TOTAL PRICE	REMOVE
SP520-113 M Vibram Edge	Boots 17 Tactical Sport Boot Size: 10.5 11.5 61 GTX Midfoot 5 in stock, order soon - usually ships same day	1	\$72.10	\$72.10	

Items in Cart: 1 Total Units: 1 Merchandise Total: \$72.10

[← Continue Shopping](#) [Update Shopping Cart](#)

United States

Shipping Info

Product Name Info

Technical Information

Reviews

POWERED BY

© 2011 Galls. All Rights Reserved.

Support: 800-362-7369 Fax: 800-362-7369 Email: [support@galls.com](#) [Feedback](#)



City of Alpharetta Concealable Body Armor for Public Safety Department #18-105 Galls, LLC Response

Allotment Overage Management

Atlanta Police Dept - Pa x

← → ↺ 🔒 atlantapd.galls.com

Welcome, ASD Admin! Currently shopping as ASD Admin (Logout)

Home | MY CART

Secure Checkout

Order Information

First Name: [Text Field]
Last Name: [Text Field]
Email Address: [Text Field]
Phone Number: [Text Field]
Billing Address: [Text Field]
Shipping Address: [Text Field]

Order Summary

Merchandise Total: \$100.00
Shipping: \$10.00
Sales Tax: \$1.00
Order Total: \$111.00

Payment Information

Payment Method: [Dropdown Menu]
Card Number: [Text Field]
Expiration Date: [Text Field]
Security Code: [Text Field]

CONTINUE TO CHECKOUT

Order Confirmation

GALLS®
The Authority in Public Safety Equipment and Apparel

HOME | MY CART

Your Current Location
DLE - 2112 - Child Protective Services
Change Your Location

My Account | Logout
Items in your cart: \$0.00
Keyword Search

Thank you, Test User!

Your order number is: 8697158

Thank you for your order!

Please keep your order number for your records

CONTINUE SHOPPING

Contact Us
Returns Info
Store Policy

Product Setup Info | Find a Location
How To Order (Video)
Answer-How-To (Video)
Terms & Conditions
Privacy





City of Alpharetta Concealable Body Armor for Public Safety Department #18-105 Galls, LLC Response

Shipped Orders

← → ↺ 🔒 shopgalls.com XZ5PO87YVAMCER *LVSIPARTPG+CGIBLMCHNFMAMENU+ACCT_ORDRUSPMCHINO+000000064978556PMBP

★ ≡ ⚙ 📧

GALLS Home Contact Us Terms of Sale Privacy Policy

Your Current Location: **Alpharetta** Search Information / My Account / Logout

Account Created Date: 9/16/2019 To: 1 item in your cart: \$72.70

Account: **Unltd** Shipping Est.: **Available** \$600.00 \$175.00 \$115.00 \$106.00

HOME MY CART SHOP GALLS.COM

1 item in your cart: 007 Order History

My Account

Your Name: **RONALD E. SPILLER** Order Number: **007000** placed on: **09/09/2019 12:31 PM**

Account Dashboard

Order Subtotal: **Unltd** Billing Information: **LPD POLICE EXP UNLTD** Payment Information: **Unltd**

Address Book: **Unltd** Shipping: **Unltd** Phone Book: **Unltd** Billing: **Unltd** Payment: **Unltd**

Address Tracking: **Unltd** Order Total: **Unltd**

ORDER HISTORY

Order Status: **Unltd** Shipping Information: **Unltd** Ship Address: **Unltd**

LINE #	ITEM	DESCRIPTION	STATUS	TRACKING	QTY	TOTAL PRICE
1	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
2	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
3	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
4	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00

Full Catalog Availilty (1 of 2)

← → ↺ 🔒 shopgalls.com XZ5PO87YVAMCER *LVSIPARTPG+CGIBLMCHNFMAMENU+ACCT_ORDRUSPMCHINO+000000064978556PMBP

★ ≡ ⚙ 📧

GALLS Home Contact Us Terms of Sale Privacy Policy

Your Current Location: **Alpharetta** Search Information / My Account / Logout

Account Created Date: 9/16/2019 To: 1 item in your cart: \$72.70

Account: **Unltd** Shipping Est.: **Available** \$600.00 \$175.00 \$115.00 \$106.00

HOME MY CART REPORTS PACKAGES SHOP GALLS.COM SITE MAINTENANCE

1 item in your cart: 007 Order History

My Account

Your Name: **RONALD E. SPILLER** Order Number: **007000** placed on: **09/09/2019 12:31 PM**

Account Dashboard

Order Subtotal: **Unltd** Billing Information: **LPD POLICE EXP UNLTD** Payment Information: **Unltd**

Address Book: **Unltd** Shipping: **Unltd** Phone Book: **Unltd** Billing: **Unltd** Payment: **Unltd**

Address Tracking: **Unltd** Order Total: **Unltd**

ORDER HISTORY

Order Status: **Unltd** Shipping Information: **Unltd** Ship Address: **Unltd**

LINE #	ITEM	DESCRIPTION	STATUS	TRACKING	QTY	TOTAL PRICE
1	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
2	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
3	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00
4	CONCEALABLE BODY ARMOR	CONCEALABLE BODY ARMOR	Complete (2)	12410000210001212	2	140.00

Full Catalog Availilty (1 of 2)

Welcome, **Lexington Division of Police**

Our partnership with Galls is an important one. Galls is committed to delivering top-quality products that are in line with the best service around.

Lexington Division of Police

Police

Lexington



City of Alpharetta Concealable Body Armor for Public Safety Department #18-105 Galls, LLC Response

Full Catalog Availability (2 of 2)

The screenshot shows the Galls website desktop interface. At the top, there's a navigation bar with the Galls logo and a search bar. Below the navigation bar, there's a 'Quick Links' section with links like 'Home', 'About Us', 'Contact Us', etc. To the right of the quick links is a large banner image of police officers. Below the banner, there's a 'Welcome To Your Exclusive Access To Galls Full Product Offering' message. Underneath this, there's a grid of product categories with discount percentages:

Category	Discount
ARMED / EQUIPPED	20% OFF
ARMED / UNARMED	20% OFF
CASUAL DUTY	18% OFF
DUTY GEAR	15% OFF
PLASMA / SPECIALTIES	10% OFF
FOOTWEAR	18% OFF

Mobile Web

The screenshot shows the Galls website mobile interface. At the top, there's a navigation bar with the Galls logo and a search bar. Below the navigation bar, there's a 'Welcome, patrick.sullivan' message. To the right of the welcome message is a large banner image of a police officer. Below the banner, there's a 'Shop Full Catalog' button. To the right of the button, there's a list of product categories:

- Uniforms
- Duty Uniforms
- External Vest Cameras
- Tactical Pants & Poles
- Headwear
- Duty Gear
- Equipment
- Footwear
- Accessories & Insignia
- Traffic Control
- Rainwear
- Outerwear, Gloves, T-shirts
- K9 Uniforms
- Bike Patrol



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

On-site Measuring

Upon mutual agreement key personnel will be available to complete on-site measurements at the City's locations/offices.

Measuring for groups or individuals may also be completed at our Marietta or Atlanta location. The advantage to coming to our storefront would be that the City's employees can try on sizing samples before placing their order.

Either location to be utilized for efficient service, measurements and fittings. Both are located approximately 20-25 miles from the Alpharetta Public Safety Headquarters.

Galls (formerly Red the Uniform Tailor)
1395 South Marietta Parkway., #220
Marietta, GA 30066

Galls, LLC
1315 Chattahoochee Ave NW
Atlanta, GA 30318

Hours are Monday- Friday 8:30am - 5:00pm

Hours are Monday-Friday 9am-4pm

In Galls' branch locations we have Sales Associates to help our customers on our Sales Floor. These associates are very knowledgeable with all products. We ask that an Order Form be brought in with exactly what each Officer is to be sized for at that time. The order form may be faxed in or emailed over prior to the Officer arriving to our store.



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

Accounting Procedures

Galls has a full service "in house" accounting and finance department, and will work closely with the City of Alpharetta to meet specific needs and make your billing process with Galls seamless.

Electronic Billing Options

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

Customized Billing Options

- Can have electronic signature capture of orders picked up at the retail/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up) have UPS or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where "shopping for" feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

"Invoice notes" entered on eQUIP websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.

Invoice Options

Regular invoicing = 1 order with multiple shipments will = multiple invoices
Bill Complete invoices = 1 order with multiple shipments = 1 invoice
Both of the above types are customizable



City of Alpharetta Concealable Body Armor
for Public Safety Department #18-105
Galls, LLC Response

Frequency Options

Regular, non-customized invoices from Billtrust are held for 5 days or \$500 (whichever comes first) and then sent automatically.

- Customized invoices are manually generated by Galls team and are generally done bi-monthly or monthly depending on volume
- Statements are once a month
- All can be sent per customer's choice of method to deliver

Sorting Capabilities

Only the downloadable reports for customized invoices or Billtrust (non-customized invoices) are sortable as they are in excel format.

Invoices that are printed/faxed/emailed are in sales order # and then date completed.

(Remainder of Page Intentionally Left Blank)



Limited Warranty

Your vest is made up of two elements: (1) the protective panels, containing the ballistic and/or stab-resistant panels in a permanent protective cover and (2) a removable outer carrier. This vest is warranted to be free of defects in material and workmanship for the applicable warranty period, subject to the limitations listed below.

The warranty period for the carrier is 18 months from the date of purchase. The warranty period for the protective panels is 5 years from the date of purchase.

Carrier warranty excludes open seams or broken stitches that occur after delivery. Our warranties extend to the original user or purchaser only. This warranty is voided if the maintenance or care as stated on the protective panels label and enclosed instructions have not been followed or if the product has been altered in any manner by anyone other than Survival Armor. Since a coordinated protective panel and carrier are essential for proper protection, use of a carrier outer shell not produced or approved by Survival armor nullifies the warranty. To qualify for warranty coverage, you must (a) complete and mail the attached warranty card within 30 days of receipt of your vest, (b) if a warranty issue then return the entire vest to the Survival Armor in Ft. Myers at: 12621 Corporate Lakes Drive, Unit #8, Fort Myers, FL 33913 Attn: Returns, within the applicable warranty period, and (c) include the vest with carriers with the reasons for returning in writing.

If a warranty claim is made and Survival Armor determines that it is a valid warranty claim, then in its discretion Survival Armor will repair or replace the defective component. This limited warranty does not cover any claim or warranty made by a reseller or anyone else beyond the provisions of the warranty. This warranty is in lieu of all other warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

The buyer agrees that its sole and exclusive remedy against Survival Armor will be limited to the repair or replacement of defective parts, provided that the buyer complies with all instructions and directions regarding the vest or its components. No partial or full refund to the purchase price will be provided. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Survival Armor is willing to repair or replace a defective part in any manner that allows the product to be worn and meet the performance criteria for the balance of the warranty period. Survival Armor will not be liable to buyer and disclaims any liability for any incidental, consequential or special damages to the maximum extent permitted by any applicable state law warnings.

Each protective panel label lists the applicable standard to which it was certified. The protective panels were designed to stop the specific threats used in the protocol for this certification. The protective panel only offers protection on the areas it covers, and cannot cover areas it does not cover. The outer carrier offers no ballistic protection. Protective panels only protect when properly inserted into the carrier with the strike face out and the body side against the body. Always insert the protective panels as described in the materials enclosed with your body armor. Proper care of the protective panels and carrier is essential to maintaining the comfort and performance of the vest. Always follow the instructions for care and maintenance that came with the vest.

Survival Armor disclaims liability for consequential damages for breach of any express or implied warranty, including any implied warranty or merchantability and fitness for particular purpose. The laws of your state may impose different requirements.



System Capabilities

- *Secure Online Ordering System*
 - Galls eQuip is only accessible by users defined and approved by customer through unique user names and password assignment
- *Mobile Device Compatibility*
 - Galls eQuip has a custom mobile experience for ease of on-the-go ordering
 - Compatible with all smart phones
 - Can be accessed from any location
- *Configurable based on Customer Uniform Program Requirements*
 - Designed to support a broad range of customer uniform program requirements
 - A uniform program profile is established with each customer to be serviced through the Galls eQuip system
 - This profile defines the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing
- *Employee Management*
 - Galls eQuip provides an employee based management and tracking segment.
 - Employee information, required to properly process order and provide management reports, is warehoused in our systems data storage. This information includes: employee code, name, address (if appropriate to the program requirement), anniversary date, department, rank, assigned location, designation, and employee group.
 - Historical & distribution data is also maintained for each employee. This data is the basis for management reports, and is collected as orders are placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.
- *Product Offering Management*
 - Product offerings for the uniform program are defined, and are assigned to the respective employee groups when a uniform program is established on the system.
 - Employee Groups, or shop-by locations, typically represents a job function or physical location. Such as if a uniform program was for a police department, there may be Shop-By Location for "Patrol", "Swat", "K-9", etc. with each group having a specific uniform products assigned to them. During order placement, only products associated with the

Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.

- Galls eQuip supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.
- *Optional "Shop Full Catalog" Feature for Galls eQuip*
 - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
 - Reduces the need to call for quotes on items that are needed right away
 - Keep in mind that customized VAS options are not available on these items
- *Optional "Package Ordering" Feature*
 - Feature allows the user to create "Packages" of items that are frequently ordered at the same time (ex. "New Hire Package," "New Vehicle Package")
 - "Package" orders are bundled and shipped together by user
 - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
 - The system provides employee allotment management based on dollars OR units.
 - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
 - Allotments may be renewed on the employee's anniversary date, the calendar year (each January 1), or a specific date.
 - Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
 - If Allotment Management is required for the uniform program, the employee's available allotment is verified during the checkout process.
 - If the amount ordered exceeds the employee's available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.
 - If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee's available allotment amount.
 - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay \$100 toward a footwear purchase).
 - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for

this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).

- *Optional Payroll Deduction Management*
 - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
 - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
 - Detailed month-end reporting available as well as on-demand reporting to track balances
 - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
- *Controlled Uniform Order Placement*
 - Galls eEquip controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
 - Galls eEquip provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
 - Galls eEquip allows for orders to be placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
 - A customer may require all order or certain orders be approved by an Administrator prior to being processed. Galls eEquip allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. Galls eEquip provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
 - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.
- *Administrator Site Maintenance and Task Management*
 - Allows customer's website administrator to add/remove product as needed
 - Customers can make changes effective immediately or request a quote from a sales associate

- Customer administrators may also submit work requests through eEquip Task Management software so that requests are visible through a workflow and accompanied by automatic email updates
- *Integrated with Galls ERP system*
 - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
 - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.
 - As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.
- *Flexible, On-Demand Management Reporting*
 - Galls eEquip provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
 - Available reports include:
 - Allotment Report
 - Order History Sales report
 - Itemized Sales report
 - Allotment Activity Report
 - Unit Allotment Activity Report
 - Backorder Report
 - Dropship Report
 - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
 - Galls eEquip system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
- *Customer management of inventory*
 - Galls eEquip provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
 - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a

convenient place to create a history for all users and what items they may have in their possession.

- 4 Major Components:
 - Inventory Management—
 - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
 - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
 - Manually load inventory or push inventory in via Galls/Non-Galls Receiving
 - Serial Number/Expiration Tracking
 - Allows administrators to input the number of serial numbers to capture on an item and expiration in months
 - Users and administrators receive automatic notifications in advance of expiration dates
 - System is adaptable with standard UPC scanners and signature pads for quicker serial number entry and item issuing
 - Galls Receiving
 - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
 - Receive orders in and “set-aside” for individuals so that they are not shown in “active” inventory under the Inv. Mgmt. tool
 - Non-Galls Receiving
 - Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
 - Agency Issues
 - Issue items to individuals, capture signature upon receipt by individual
 - Can return items from individuals and designate if “damaged” or “reusable” with “reusable” returns auto-loading back in to the Inv. Mgmt. tool
 - Reporting available on this feature

System Availability, Security and Technical Information

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- System is based on IBM iSeries POWER 8 Technology
 - <http://www-03.ibm.com/systems/i/index.html>
 - Data Center includes multiple LPARs
 - Utilize Replication as a Service with a managed service partner who provides us with a similarly configured iSeries within their data center
- System utilized IBM DB2 for idata base
 - <http://www-03.ibm.com/systems/i/software/db2/index.html>
- System Security – Our Data Center is kept protected and secure
 - iSeries is housed in an internal Data Center that is protected via card entry scanning and video surveillance equipment
 - Our partner utilizes a similar configuration but also uses biometric scanning as an additional layer of protection
- Data Security and Protection
 - Utilize a layered approach that includes Next Gen firewalls along with DDoS protection, web application firewall, and SSL certificates
 - All secure web traffic is done using Verisign (Symantec) 2048 bit public key and SSL certificate 256 bit
 - Network is segmented and we are deploying Rate Limiting technology
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: DECEMBER 22, 2017

RFP TITLE: CONCEALABLE BODY ARMOR FOR PUBLIC SAFETY DEPARTMENT

RFP #: 18-105

RFP RESPONSE DUE DATE/TIME: FEBRUARY 1, 2018; 10:00 AM

RFP ISSUE DATE: DECEMBER 14, 2017

NUMBER OF PAGES: 2

TO ALL OFFERORS:

1. The attached information is made part of the RFP noted above and part of any contract that may be awarded as a result of response to this RFP.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Proposal response.
6. A signature on this addendum does not constitute your signature on the original Proposal document.
7. See Addendum information beginning on the next page.

Galls, LLC
Firm Name

1340 Russell Cave Road Lexington, Kentucky 40505
Firm Address


Signature of Person Authorized to Bind this Firm

1/29/18
Date

R. Michael Andrews, Jr., Chief Financial Officer
Typed or Printed Name and Title

(800)876-4242 Penman-Justin@Galls.com
Phone Number and E-mail Address

The request for proposal documents are hereby modified in the following respects:

1. Remove all references to RFP Response Due Date/Time for RFP 18-105.
2. Replace with the following:
 - **RFP RESPONSE DUE DATE/TIME: Thursday, February 1, 2018, 10:00 AM**
3. Remove all references to Deadline for Receipt of Questions Due Date/Time and Deadline for Posting of Written Responses for RFP 18-105.
4. Replace with the following:
 - **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: Tuesday, January 23, 2018; 4:00 PM**
 - **DEADLINE FOR POSTING OF CITY'S WRITTEN RESPONSES: Friday, January 26, 2018; 4:00 PM**

END ADDENDUM

SECTION 5: COST PROPOSAL

Item	Type	Standard Size Range	Cost Each for Standard Size	Non-Standard Size Range	Cost Each for Non-Standard Sizes
One (1) Set of Panels Two (2) Concealable Carriers	Level II, Male	14x14 to 35x35	\$649.00	N/A	N/A
	Level II, Female	Structured Female	\$649.00	N/A	N/A
	Level IIIA, Male	14x14 to 35x35	\$757.00	N/A	N/A
	Level IIIA, Female	Structured Female	\$757.00	N/A	N/A
Replacement Concealable Carrier (no ballistic panels)	Level II, Male	14x14 to 35x35	\$105.00	N/A	N/A
	Level II, Female	Structured Female	\$105.00	N/A	N/A
	Level IIIA, Male	14x14 to 35x35	\$105.00	N/A	N/A
	Level IIIA, Female	Structured Female	\$105.00	N/A	N/A

* All prices must be all-in, including delivery, FOB Alpharetta Department of Public Safety
Additional sheets may be used if needed to specify cost/size ranges or multiple options.

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Galls, LLC

ADDRESS 1340 Russell Cave Road Lexington, KY 40505

AUTHORIZED SIGNATURE(S) R. Michael Andrews, Jr.

PRINT / TYPE NAME(S) AND TITLE(S) R. Michael Andrews, Jr. Chief Financial Officer

CONTACT INFO: PHONE NUMBER (800) 876-4242

CONTACT INFO: E-MAIL ADDRESS (877) 914-2557

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	CONCEALABLE BODY ARMOR FOR PUBLIC SAFETY DEPARTMENT
RFP #:	18-105; ADDENDUM 2
RFP RESPONSE DUE DATE/TIME:	FEBRUARY 1, 2018; 10:00 AM
RFP ISSUE DATE:	DECEMBER 14, 2017
NUMBER OF PAGES:	33

CONTACT INFORMATION

Procurement Agent and RFP Contact:	<u>Debora Westbrook</u>
City of Alpharetta	Phone: 678-297-6052
Finance Department	FAX: 678-297-6093
Budget & Procurement Team	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:	EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:
CITY OF ALPHARETTA	Offeror's Name and Address
FINANCE DEPARTMENT	RFP Title & Number as noted on top of this page
CITY HALL 1ST FLOOR GREETER STATION	RFP Due Date & Time as noted on top of this page
2 PARK PLAZA	(or as may be changed by Official Written Addendum)
ALPHARETTA, GA 30009	
ATTN: DEBORA WESTBROOK	

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals. This will also serve as ADDENDUM 2 acknowledgement.

Firm/Offeror Name:	<u>Dana Safety Supply</u>
Firm/Offeror Mailing Address:	<u>4729 Nelson Brogden Blvd Sugar Hill, GA 30518</u>
Firm/Offeror Phone Number(s):	<u>1-770-381-8633</u>
Firm/Offeror FAX Number(s):	<u>1-770-381-8360</u>
Email Address for Offeror's Contact:	<u>mseivigny@danasafety.com</u>
Authorized Offeror Signature:	<u>Mark Seivigny</u>
Printed Name of Signer:	<u>Mark Seivigny</u>
Offeror Federal I.D. Number:	<u>27-1557226</u>
Offeror DUNS Number:	<u>808195361</u>

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SCHEDULE OF EVENTS	4
SECTION 1: RFP INSTRUCTIONS.....	4
1.0 SINGLE POINT OF CONTACT	4
1.1 REQUIRED REVIEW	4
1.1.1 Definitions of Certain Terms	4
1.1.2 Review of RFP	4
1.1.3 Addenda.....	5
1.1.4 Form of Questions	5
1.1.5 City's Answers.....	5
1.2 [SECTION NOT USED].....	5
1.3 SUBMITTING A SEALED PROPOSAL	5
1.3.1 Failure to Comply with Instructions	5
1.3.2 Standard Forms	5
1.3.3 Standard Contract.....	6
1.3.4 Offeror's Signature	6
1.3.5 Organization of Proposal	6
1.3.6 Late Submissions, Withdrawals, and Corrections	6
1.3.7 Notice of "No Bid".....	6
1.4 COST OF PREPARING A PROPOSAL.....	7
1.4.1 City Not Responsible for Preparation Costs	7
1.4.2 All Timely Submitted Materials Become City Property	7
1.5 ACCESSING PROCUREMENT OPPORTUNITIES AND VENDOR REGISTRATION	7
1.5.1 Accessing Procurement Opportunities Online:	7
1.5.2 Vendor Registration:	7
1.6 ALPHARETTA VENDOR PREFERENCE (A.K.A. LOCAL VENDOR).....	7
SECTION 2: RFP RECEIPT AND EVALUATION PROCESS	8
2.0 AUTHORITY	8
2.1 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION	8
2.1.1 Public Information	8
2.1.2 Procurement Agent's Review of Proposals	8
2.2 CLASSIFICATION AND EVALUATION OF PROPOSALS.....	9
2.2.1 Classification of Proposals as Responsive and Responsible	9
2.2.2 Evaluation of Proposals	9
2.2.3 Completeness of Proposals.....	9
2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration.....	9
2.2.5 Best and Final Offer	9
2.2.6 Evaluation Committee Recommendation for Award.....	9
2.2.7 Contract Award	9
2.3 CITY'S RIGHTS RESERVED	10
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS	10
3.0 ORGANIZATION OF PROPOSAL.....	10
3.1 PROPOSAL COPIES REQUIRED, DEADLINE FOR RECEIPT.....	11
3.2 CITY'S INTENT	12
3.3 PRODUCT REQUIREMENTS	12

3.4	OFFEROR REQUIREMENTS	12
3.4	REQUIRED INFORMATION	13
3.5	TEST SAMPLE.....	13
SECTION 4: OFFEROR QUALIFICATIONS.....		13
4.0	CITY'S RIGHT TO INVESTIGATE	13
4.1	OFFEROR INFORMATIONAL REQUIREMENTS	13
SECTION 5: COST PROPOSAL.....		15
SECTION 6: EVALUATION CRITERIA		16
6.0	EVALUATION CRITERIA.....	16
SECTION 7: TERMS AND CONDITIONS.....		17
7.0	ADDITIONAL CONTRACT PROVISIONS AND TERMS.....	17
7.1	PERFORMANCE PRIOR TO CONTRACT EXECUTION.....	17
7.2	CONTRACT TERM	17
7.3	SUBCONTRACTORS AND SUB-SUBCONTRACTORS	18
7.4	[SECTION NOT USED].....	18
7.5	[SECTION NOT USED].....	18
7.6	GENERAL INSURANCE REQUIREMENTS	18
7.7	INDEPENDENT CONTRACTOR.....	19
7.8	COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.....	19
	<i>E-Verify Program</i>	19
7.9	COMPLIANCE WITH LAWS	20
7.10	TITLE VI OF THE CIVIL RIGHTS ACT OF 1964	20
7.11	SUBSTITUTIONS AND CHANGE ORDERS	21
7.12	CONTRACT TERMINATION.....	21
7.13	INVOICING AND PAYMENT	21
7.14	MISCELLANEOUS	21
	7.14.1 <i>Deliveries</i>	21
	7.14.2 <i>Taxes</i>	22
APPENDIX A: STANDARD FORMS.....		22
	CITY OF ALPHARETTA DISCLOSURE FORM AND CERTIFICATE OF NON-COLLUSION	23
	AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9).....	24
	REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.....	25
	AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (PRIME CONTRACTOR TO RETAIN ON FILE).....	26
	AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9) (PRIME CONTRACTOR TO RETAIN ON FILE)	27
	LOCAL VENDOR CERTIFICATION FORM	28
	NOTICE OF "NO BID" FORM	29
APPENDIX B: CITY OF ALPHARETTA TAX FORMS.....		30
APPENDIX C: DEFINITIONS OF CERTAIN TERMS		32

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	Thursday, December 14, 2017
Deadline for Receipt of Written Questions.....	Tuesday, January 23, 2018, 4:00 PM
Deadline for Posting of Written	Friday, January 26, 2018, 4:00 PM
RFP Response (Proposal) Due Date/Time.....	Thursday, February 1, 2018, 10:00 AM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFP INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Proposal Conference.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent: Debora Westbrook
 Address: City of Alpharetta
 Finance Department
 Budget and Procurement Team
 2 Park Plaza
 Alpharetta, GA 30009
 Telephone Number: 678-297-6052
 Fax Number: 678-297-6093
 E-mail Address: purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFP and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of RFP: Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement

Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 Addenda: The City may revise this RFP by issuing an addendum prior to the RFP Response (Proposal) Due Date/Time. The addendum will be posted on the City's website alongside the posting of the RFP at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the RFP documents and subsequent contract.

- Offerors must sign and return any addendum acknowledgement page with their RFP Proposal response.
- Failure to submit Proposal in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFP must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, January 23, 2018**.
- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, January 26, 2018**
- Any material changes to the RFP, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the City.

1.2 [section not used]

1.3 Submitting a Sealed Proposal

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors *must* respond to this RFP by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See Appendix A for further instructions.

1.3.3 Standard Contract: By submitting a response to this RFP, Offerors agree to execute a contract materially incorporating those certain provisions set forth in *Section 7 Terms and Conditions* upon contract award by the City Council. Offerors acknowledge that *Section 7 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Offeror's Signature:

- The first page of this RFP and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Proposal and must be submitted with the Response.
- The Offeror's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the RFP response must be furnished upon request.

1.3.5 Organization of Proposal: Each proposal must be organized in the order set forth in Section 3 of this RFP. The Original Proposal document and each Proposal document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Proposal: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated RFP Response (Proposal) Due Date/Time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

Proposal Withdrawal: An Offeror requesting to withdraw their proposal prior to the RFP Response (Proposal) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

Proposal Correction: If an error is discovered prior to the opening, the Offeror can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Offeror may submit a letter to the designated Procurement Agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.3.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Offerors. There is no obligation to submit a bid, quotation, or proposal; however, if you are

unable or do not wish to participate in this RFP and this "Notice of No Bid" is not executed and returned, your firm may be deleted from our list of qualified bidders/Offerors. This form is located in *Appendix A* (Standard Forms).

1.4 Cost of Preparing a Proposal

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Proposals, responses, or submissions to this RFP and any subsequent presentations of the Proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFP can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit a Proposal without first entering vendor registration, but online registration is required of an awarded contractor.

1.6 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFP. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS**2.0 Authority**

This RFP is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Proposals and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Proposals and Public Inspection**2.1.1 Public Information:**

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of Proposals: The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Proposals

2.2.1 Classification of Proposals as Responsive and Responsible: All Proposals will initially be classified as either "responsive" or "nonresponsive".

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Proposal is not within the plans and specifications described and required in the RFP.Proposals found nonresponsive will not receive further consideration.
2. The Procurement Officer or designee will determine whether an Offeror has met the standards of responsibility – i.e., whether the Offeror has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Proposal response if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination will be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

All responsive proposals will be evaluated based on stated evaluation criteria (*Section 6*). The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.2.5 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

2.2.6 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

2.2.7 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any vendor for the preparation of their Proposal. Proposals may be returned, at Offeror's expense, upon request if unopened;
- reject any or all Proposals, responses, or submissions received in response to this RFP;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any Proposal or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each Proposal and Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

Sealed Proposal envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFP #,
 - RFP Title, and
 - RFP Response (Proposal) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with proposal response;
 - a. By submitting a response to this RFP, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents. Offerors should include a listing of any exceptions to *Sections 1, 2, and 7* (including subsections).
 2. Section 3, Scope of Project/Specifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Section 4, Offeror Qualification Requirements – include all requested documents and information
 4. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with proposal response:
 - a. Disclosure Form – complete, sign, and return with Proposal response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with proposal;
 - c. W-9, Request for Taxpayer Identification Number and Certification;
 5. Additional Appendices (ONLY if applicable) – include all requested documents and information
 6. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with Proposal acknowledging receipt and adherence to any changes in the RFP.
 7. Section 5 – Cost Proposal and Proposal Price Certification – Offeror's authorized official to complete, sign, and return with proposal as directed below:

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. (This form may also be provided as a separate, fillable Excel worksheet.)
- b. Offeror's authorized official to complete, sign, and return One (1) Copy of the Cost Proposal and Proposal Price Certification in a sealed envelope.
- c. Except in rare cases as described in *Section 1.3.6*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for Proposal submission as defined in the Schedule of Events (RFP Response (Proposal) Due Date/Time), or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.
- d. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. One Original Cost Proposal shall be submitted within the sealed proposal package in a separate, sealed, opaque envelope marked:
 - Cost Proposal
 - Offeror's Name,
 - RFP #,
 - RFP Name, and
 - Due Date/Time.
- f. Additional Cost proposal sheets shall not be included in proposal original or copies (paper or digital).

3.1 Proposal Copies Required, Deadline for Receipt

1. Each proposal must be received in sealed, opaque packaging.
2. Proposals must be at the location noted below prior to the RFP Response (Proposal) Due Date/Time **10:00 AM (EDT)**, on **February 1, 2018**. Each RFP response received must be delivered to this location and Time/Date stamped upon delivery.

City Hall hours of operation for receipt of deliveries:

Monday – Thursday 8:30 am – 5:00 pm;
Friday 8:30 am – 4:30 pm

City of Alpharetta
City Hall 1st Floor Greeter Station
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook

3. Faxed or e-mailed responses to Requests for Proposals are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of copies to the address set forth on the Cover Page:
 - A. **Technical Proposal** (Does Not Include Cost Proposal):
 - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - **One (1) CD-ROM or Flash Drive Copies.**
 - a. Mark all CD's or Flash Drives with Offeror's name and RFP number and title.
 - b. All digital files must be in either (unless otherwise specified within this document):
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).

- c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
- d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

B. Cost Proposal:

- **One (1) Hard Original Copy** marked "Original" with original signatures. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

3.2 City's Intent

The City of Alpharetta (City) is requesting proposals to provide concealable body armor for our Public Safety Department. The proposed body armor must provide Level II and Level IIIA threat protection.

3.3 Product Requirements

The City is looking for the best options for comfort and wearability. All proposed items must adhere to NIJ standards. Offerors may supply more than one option within proposals, however each option must be compliant with NIJ standards and the City's requirements. Specialized carriers are not a part of this request.

3.3.1 Ballistic Panels: Ballistic panels proposed must meet the following requirements:

- Certified compliant with NIJ Standard 0101.06 for threat Level II and Level IIIA
- 5x8 STP
- Ballistic warranty for five years from date of purchase
- Certified and available in both male and female models
- Individually fitted to officers using measurements taken by the vendor or its agent.
- Weigh no more than 20 oz. per square foot
- Indelibly display the threat level, date of manufacture, and a unique, traceable serial number. Also display or provide for the name of the officer for whom the vest was made and the date of issue.

3.3.2 Concealable Carriers: All concealable carriers must meet the following requirements:

- Two-piece construction secured by adjustable straps on the sides, and adjustable or elastic straps on the shoulders. Adjustability must be via hook-and-loop type fastening
- Must have a front center pocket approximately 6" x 8" for a trauma panel or hard plate
- Fabric must be a durable, breathable, hydrophobic material
- Ballistic panels must be easily removable and replaceable
- Carriers must be washable by conventional, residential washing machine
- Must be black

3.4 Offeror Requirements

All Offerors must meet the following requirements:

- Provide for measuring and/or fitting of officers no less than once every thirty days at City's Public Safety Department Headquarters or other mutually-agreeable location
- Provide alterations or replacements at no cost for 30 days after delivery. The Department reserves the right to reject any vest that is not fitted to its satisfaction after one alteration.
- Maintain complete and accurate records of all vests made including dates of manufacture and delivery, serial numbers and names of the officer for whom the vests were made, individual measurements and/or sizes and other pertinent data.
- Invoice on or shortly after delivery with payment due no less than thirty days from delivery date

- Provide a point or points of contact during normal business hours for questions relating to invoices and payments, order status, measurement appointments or other routine communication.
- Delivery of 90% of vests within six weeks of confirmed orders.
- Provide for extension of manufacturer's liability insurance to the Department (amount(s) must be specified and documentation must accompany proposal)

3.4 Required Information

Offerors shall propose vests certified for Level II and Level IIIA protection. The following information must be provided in the proposal for each vest option offered:

- Manufacturer
- Dealer or representative
- Model name and/or number
- Threat Level
- Weight, in ounces, per square foot
- Thickness, in inches (center chest and center back)
- Ballistic material
- Carrier fabric(s)
- Type of closures and adjustments (specify strap material(s), and number and width of side straps)
- Construction of male vests (unique panels, carrier, both or neither (unisex))
- Construction of female vests (unique panels, carrier, both or neither (unisex))
- Delivery time (90% compliance required)
- Complete, delivered cost with two concealable carriers and one soft trauma panel
- Warranty on carrier (specify type, if different)
- Replacement cost of concealable carrier only (no ballistic panels)
- Distinctive features, if any
- Other considerations

3.5 Test Sample

Offerors must be prepared to provide samples of proposed vests to the City within three weeks of the City's requesting. The City will conduct a six to eight week wear testing. It is the intent of the City to have a decision for contract award recommendation within two weeks of completing the wear testing. The following shall be required for wear testing:

- One ballistic vest each (Male and Female) with concealable carrier to be wear-tested but not shot. The City will work with Offerors to identify Officers and sizing for wear-testing.

If requested, samples will be returned to Offerors after wear testing and final review are complete. Offerors shall provide shipping account information for product return.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may

be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this RFP.

Each proposal shall provide the following information:

4.1.1 Cover Letter and Summary: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. State the following:

- business name,
- home office address, identify whether this or another office address is responsible for work of this project,
- identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
 - mailing address, telephone number, and e-mail address, and
- provide the name, title, and email address of person within your firm authorized to execute a contract with the City.

4.1.2 References: Offeror shall provide a minimum of three (3) references to whom your firm has provided concealable body armor as proposed in this RFP. The references may include any government, university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully completed projects, which are similar in goals, scope, and complexity to request describe herein.

At a minimum, the Offeror shall provide

- the company name,
- the location where the service was provided,
- contact person(s),
- contact person's telephone number,
- contact person's email address, and
- a complete description of the item/service type and dates provided.

These references may be contacted to verify Offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for Proposal disqualification.

4.1.3 Resumes of Key Personnel: Resumes for the Consultant's designated Designer, Project Manager, and Lead personnel. Resumes may be included in an Appendix and will not count toward the six (6) page limit. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

4.1.4 Method of Providing Services: Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.

SECTION 5: COST PROPOSAL

Item	Type	Standard Size Range	Cost Each for Standard Size	Non-Standard Size Range	Cost Each for Non-Standard Sizes
One (1) Set of Panels Two (2) Concealable Carriers	Level II, Male	All sizes	\$612.25	All sizes	\$612.25
	Level II, Female	All sizes	\$612.25	All sizes	\$612.25
	Level IIIA, Male	All sizes	\$696.28	All sizes	\$696.28
	Level IIIA, Female	All sizes	\$696.28	All sizes	\$696.28
Replacement Concealable Carrier (no ballistic panels)	Level II, Male	All sizes	\$78.04	All sizes	\$78.04
	Level II, Female	All sizes	\$78.04	All sizes	\$78.04
	Level IIIA, Male	All sizes	\$78.04	All sizes	\$78.04
	Level IIIA, Female	All sizes	\$78.04	All sizes	\$78.04

* All prices must be all-in, including delivery, FOB Alpharetta Department of Public Safety

Additional sheets may be used if needed to specify cost/size ranges or multiple options.

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY

Dana Safety Supply

ADDRESS

4729 Nelson Brogden Blvd Sugar Hill, GA 30518

AUTHORIZED SIGNATURE(S)

Mark

PRINT / TYPE NAME(S) AND TITLE(S)

Mark Sevigny Bid Manager

CONTACT INFO: PHONE NUMBER

770-362-8068

CONTACT INFO: E-MAIL ADDRESS

mwhite@danasafetysupply.com

SECTION 6: EVALUATION CRITERIA**6.0 Evaluation Criteria**

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in Sections 3 through 5 of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference: Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below:

CRITERIA	Weight
REFERENCES	40%
METHOD OF SERVICE	40%
OTHER, INCLUDING DISTINCTIVE FEATURES, ADDITIONAL SERVICES, ETC.	17%
ALPHARETTA VENDOR PREFERENCE	3%
TOTAL EVALUATION	100%

Phase II

Only those Offerors on the short-list based on Phase I evaluation will continue in evaluation process and will receive test sample requests for wear testing.

CRITERIA	Weight
FIT AND COMFORT (WEAR TESTING)	57%
COST	40%
ALPHARETTA VENDOR PREFERENCE	3%
TOTAL EVALUATION	100%

SECTION 7: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's Proposal. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

7.0 Additional Contract Provisions and Terms

This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

7.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Offeror. Any Offeror beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this RFP.

7.2 Contract Term

The Contract is for a term of five (5) years commencing [date TBD], and terminating [date TBD], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Cost Proposal and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the

exception of the price(s) or rates. For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

7.3 Subcontractors and Sub-subcontractors

The highest-ranking Offeror will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract Documents created as a result of any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the City.

7.4 [section not used]

7.5 [section not used]

7.6 General Insurance Requirements

The following is informational for this RFP. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance: Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract

and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

7.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Proposal.

7.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Offerors submitting a Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Offeror shall submit a Proposal for the physical performance of service unless the Offeror participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland

Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

7.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

In addition to, and without limiting, the foregoing provisions, the Contractor understands and acknowledges that the Contract shall be subject to, and the Contractor agrees to fully comply with, those certain Federal laws, regulations, orders and/or rules and product offered remains certified compliant with NIJ Standard 0101.06 for threat Level II and Level IIIA or updated standards that may come into effect during the term of this contract or during any potential contract extension .

7.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

7.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the Department of Public Safety or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

7.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

7.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Proposal submission.

7.14 Miscellaneous

7.14.1 Deliveries: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address is:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the RFP price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

7.14.2 Taxes: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Proposal package. It is not required to include forms in Proposal Copies.

- **Forms Required to be Returned With Every Proposal Submitted:**

1. City of Alpharetta Disclosure Form
2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
3. Request for Taxpayer Identification Number and Certification (W-9)

- **Forms required to be held on file by Offerors/Contractors** and available to City for review upon request:

4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

- **Optional Forms: Only return if relevant:**

6. Local Vendor Certification Form
7. Notice of 'No Bid'

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the RFP process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: DECEMBER 22, 2017

RFP TITLE: CONCEALABLE BODY ARMOR FOR PUBLIC SAFETY DEPARTMENT

RFP #: 18-105

RFP RESPONSE DUE DATE/TIME: FEBRUARY 1, 2018; 10:00 AM

RFP ISSUE DATE: DECEMBER 14, 2017

NUMBER OF PAGES: 2

TO ALL OFFERORS:

1. The attached information is made part of the RFP noted above and part of any contract that may be awarded as a result of response to this RFP.
2. The purpose of this addendum is to provide additional and/or revised information or documents.
3. In the event of a conflict between previously released information and the information contained herein, the information contained herein shall prevail.
4. A signature on this page acknowledges receipt of this addendum.
5. This signed addendum acknowledgment must be included with Proposal response.
6. A signature on this addendum does not constitute your signature on the original Proposal document.
7. See Addendum information beginning on the next page.

Dana Safety Supply
Firm Name

4729 Nelson Brogden Blvd Sugar Hill, GA 30518
Firm Address

Mark Seivigny
Signature of Person Authorized to Bind this Firm

1-29-18
Date

Mark Seivigny Bid Manager
Typed or Printed Name and Title

770-381-8633 mseivigny@danassafety supply.com
Phone Number and E-mail Address

The request for proposal documents are hereby modified in the following respects:

1. Remove all references to RFP Response Due Date/Time for RFP 18-105.
2. Replace with the following:
 - **RFP RESPONSE DUE DATE/TIME: Thursday, February 1, 2018, 10:00 AM**
3. Remove all references to Deadline for Receipt of Questions Due Date/Time and Deadline for Posting of Written Responses for RFP 18-105.
4. Replace with the following:
 - **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: Tuesday, January 23, 2018; 4:00 PM**
 - **DEADLINE FOR POSTING OF CITY'S WRITTEN RESPONSES: Friday, January 26, 2018; 4:00 PM**

END ADDENDUM

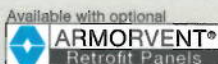
HI-LITE MALE



- Lightweight design naturally flexes to the contours of your body for exceptional maneuverability
- Self-Suspending Ballistic System™ features stretch Breathe-O-Prene® shoulder straps which connect to the front and back ballistic panels, ensuring optimal protective coverage
- Durable Water Repellent (DWR) microfiber outershell
- Dry Run® moisture management system moves moisture away from the body and helps keep you dry and comfortable
- Removable 2"x12" waist straps provide 8-point adjustability – optional 4"x12" straps available
- Removable internal cummerbund stabilizes ballistic panels
- Plate pockets in the front and back accommodate 5"x8", 7"x9" or 8"x10" SPEED Plates, determined by size of vest
- Front twin-tail design or optional no tail
- Hi-Lite concealable ballistic panels fit into Crossover Carriers
- Available in MC shape
- Additional protection includes 5"x8" Soft Trauma inserts
- Available colors: Black, White, Navy & Tan



Front



Self-Suspending Ballistic System (SSBS)



High Performance, Lightweight, Protection

Hi-Lite Performance has remained a hallmark of Point Blank's line of outstanding body armor. Specially designed to provide maximum maneuverability and comfort, this exceptionally lightweight, concealable vest offers unparalleled protection when paired with our industry-leading ballistic systems.

Hi-Lite NIJ 0101.06 Ballistic Options

Available with NIJ .06 Level IIA, II and IIIA Ballistic Systems



HI-LITE FEMALE



- Contoured shape allows optimal mobility and maneuverability
- Lightweight, flexible design offers around the clock comfort and protection
- Smart Seam™ construction comfortably supports the bust and accommodates different measurements
- Self Suspending Ballistic System™ (SSBS) prevents rolling and sagging of ballistic panels inside the carrier
- Adjustable side straps offer 8-point adjustability
- Durable Water Repellent (DWR) micro-fiber outershell
- Dry Run® moisture management system moves moisture away from the body and helps keep you dry and comfortable
- Plate pockets in the front and back accommodate 6"x8", 7"x9" or 8"x10" SPEED Plates
- Removable internal cummerbund
- Narrow cut, shirt-tail construction or optional no tail
- Additional protection - includes 5"x8" Soft Trauma Insert
- Available in MX4
- Available colors:
Black, White, Navy & Tan



Front

Available with optional
ARMORVENT®
 Retrofit Panels



COMPLIANT
 BALLISTIC RESISTANCE



Sorbtek®
A.M.Y.®
 antimicrobial yarns for odor control

With DryRun™ Technology

Hi-Lite concealable carriers feature high performance comfort fabrics called DryRun®, which utilizes Sorbtek® permanent moisture management and environmentally safe A.M.Y.® antimicrobial yarns. Through its Catch/Move/Release technology, DryRun® provides up to 6 times more moisture movement capacity than standard nylon, polyester and other moisture wicking fabrics. Less bacteria also means less odor through A.M.Y.®, which permanently inhibits the growth of odor causing bacteria on fabrics.

MOISTURE MANAGEMENT PERFORMANCE

(15 cm movement time in minutes)



Dry Run™ wicks moisture away from the body up to 6 times faster than other fabrics.

Mins 5 10 15 20 25 30 35 40

ODC MOLLE

Exceptionally durable and highly adaptive, the **ODC MOLLE** combines the ergonomic shape of a concealable carrier with the functionality of a load-bearing vest. Ideally suited for equipment carrying assignments, this crossover carrier provides optimum comfort, versatility and protection when paired with Point Blank's advanced ballistic systems.

FEATURES:

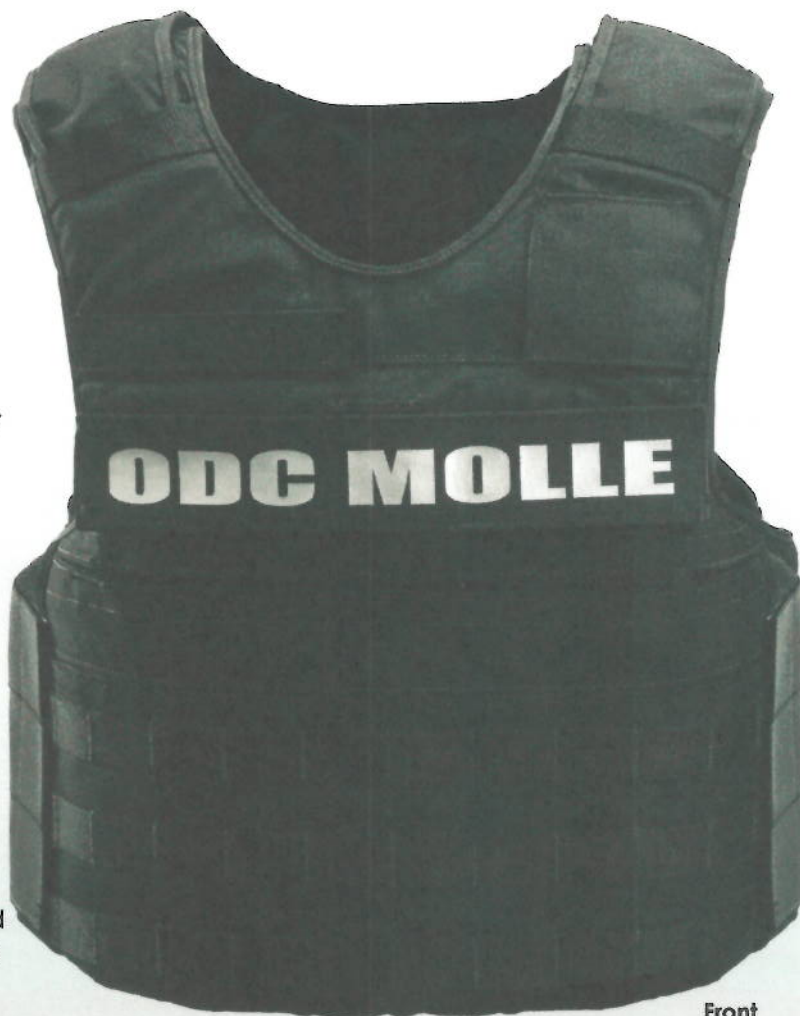
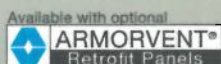
- Exterior carrier fabric constructed of 500 Denier Cordura®
- Custom Agency ID Placards in the front and back
- Top loading plate pockets for plates
- Dual plate pockets make the larger vest able to accept smaller rifle plates
- MOLLE compatible webbing system to accommodate equipment pouches
- 5" x 8" Trauma Plate Pocket (All Sizes)
- Center Mic/Camera attachment
- Left and Right Mic Tabs
- Lower magazine pockets with Hook and Loop closure (Size Dependent)
- Adjustable and reversible side elastic closure
- Adjustable and removable internal cummerbund
- Variable Spacing circular button holes for name and badge attachment
- Note Pad Pocket with Hook and Loop closure
- Zipper adaptor
- Hang ID
- Available Colors: Black, Ranger Green, OD Green, Multi-cam, Midnight Navy, Coyote, Navy Blue & Silver Tan

Options, Upgrades and Accessories:

- Spacer mesh inner lining
- Epaulettes

Optional System Features:

- SPEED Plates
- Hard Armor Plates
- Interior can accept ARMORVENT™ Retrofit panels
- Thorshield™ Electroshock Weapon Protection
- Pouches



Front



Back



Standard Warranty

201025

As used herein, Point Blank includes Point Blank Enterprises, Inc., and its brands including Point Blank Body Armor, PACA, PARACLETE, and Protective Products.

1. Warranty - Outer Shell Carrier

- 1.1. The outer shell carrier and other non-ballistic components are warranted to be free from material and manufacturing defects for 24 months from the date of issue to the individual user, as verified by the warranty card.
 - 1.1.1. During the warranty period, any garment having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
 - 1.1.2. The outer shell carrier warranty shall be void if the product has been altered, abused, or misused, stored improperly, or not cleaned in accordance with cleaning instructions.

2. Warranty - Soft Ballistic Component

- 2.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years from the date of issue to the individual user, as verified by the warranty card.
- 2.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor.
- 2.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label.
- 2.4. During the warranty period, any soft ballistic component having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
- 2.5. During the warranty period, should the soft body armor ballistic panel cover be compromised (cut, torn or frayed); it should not be worn and immediately returned to the manufacturer for inspection and repair. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point Blank will advise the owner of recommended repair or replacement costs.
- 2.6. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements.
- 2.7. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof.

3. Warranty - Helmet, Ballistic Plate, Blade Plate and Ballistic Shield

- 3.1. The bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of five years, (except as noted below), from the date of issue to the individual user, as verified by the warranty card. In the case of steel plates, the bullet/stab-resistant elements are warranted to perform to their NIJ-certified standard for a period of ten years from the date of issue to the individual user, as verified by the warranty card.
- 3.2. The bullet/stab-resistant elements of this system have been tested and certified by the National Institute of Justice and passed the compliance requirements of the NIJ Standard for Ballistic Resistance of Personal Body Armor, if so indicated.
- 3.3. The ballistic elements are warranted to be of the same construction and design as the original NIJ certified model listed on the label, if so indicated.
- 3.4. During the warranty period, any plate or ballistic shield having a manufacturing or material defect, as determined through inspection by an authorized Point Blank representative, will be repaired or replaced at no cost to the customer.
- 3.5. The ballistic/stab-resistant elements of this system will reduce the possibility of serious physical injury to the wearer in the areas covered by the ballistic or stab elements.
- 3.6. Should the helmet, blade plate, ballistic plate or shield be compromised, by misuse, drops, visible cracks, its use should be discontinued and immediately returned to the manufacturer for inspection. If the damage is the result of normal wear and tear, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by Point Blank, then Point Blank will advise the owner of recommended repair or replacement costs.
- 3.7. There should be no expectation of bullet or stab resistance in areas not covered by the ballistic or stab element. The ballistic or stab element is not warranted to be bulletproof or stab proof. Refer to the warranty provided by the original equipment manufacturer (OEM) helmet, blade plate and single curve ballistic shield.
- 3.8. Point Blank warranty disclaimer: In the case of improper use of a ballistic item, Point Blank Enterprises assumes no liability for any injury to persons or damage to the ballistic item.

4. Point Blank will honor the above warranty for collective purchasing arrangements only when all entities involved have been identified and agreed upon by Point Blank Enterprises prior to purchase.

5. Warranty - OEM Products - Such products are sold by Point Blank "as is". Unless noted otherwise, Point Blank makes no warranty or representation for such equipment.

6. This warranty does not cover and is void for:

- 6.1. Any garment, shield, plate or helmet altered or modified in any way other than Point Blank/ authorized factory alterations.
- 6.2. Any ballistic or stab element that has been altered or modified in any way other than Point Blank authorized factory alterations.
- 6.3. Any ballistic or stab element not in a Point Blank outer shell carrier, except as approved by Point Blank.
- 6.4. Damage as a result of abuse or misuse.
- 6.5. Damage as a result of improper storage or maintenance.
- 6.6. Penetrations as a result of ballistic or stab testing.
- 6.7. The results of any specific ballistic or stab testing.
- 6.8. Injury as a result of bullets or other projectiles or instruments not impacting the ballistic or stab element.

7. Saves Program - Should the bullet/stab resistant elements of a Point Blank system be damaged while preventing physical injury to the wearer, these components will be replaced free of charge by Point Blank.

The warranted items herein are expressly in lieu of other warranties, express or implied, including the implied warranties of merchantability, fitness for particular purpose and other warranties arising from a course of dealing, usage or trade. There are no warranties, express or implied, including the implied warranty of merchantability, which extend beyond the description on the face hereof. There are no warranties, express or implied, that extend beyond the warranty period set forth herein.



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

January 10, 2014

Sam White
Executive Vice President
Point Blank Enterprises, Inc.
2102 SW 2nd Street
Pompano Beach, FL 33069

Notice of Compliance with NIJ Standard-0101.06
Body Armor Model Designation: AXII
NIJ Compliance Status Expires: January 10, 2019

Dear Mr. White:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at www.justnet.org/CTP.

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea
Law Enforcement Program Manager
US Department of Justice
OJP/NIJ/OST/Operational Technologies Division

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 01011, 05 July 2008

NVLAP Lab Code 2008020-0

Test Laboratory Name: Chesapeake Testing
 Report Identification Number: 2051-122
 Issue / Revision Number:

Penetration and BFS Summary Data

Test ID: PB509-002132
 Manufacturer: Point Blank Solutions, Inc.

Report Date: 12/04/13
 NIJ Armor Type: 2

Ammunition: 9mm 124/FMJ Threat 1 - New Armor Test Velocity: 1305 $\pm$ 30 N/s Condition: New

Shot Number	Sample 1				Sample 2				Sample 3			
	Size: C-1				Size: C-2				Size: C-3			
	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)
1	1304	0	26.6	30.1	1289	0	30.6	30.1	1328	0	30.1	30.1
2	1313	0	33	30.4	1326	0	32.3	33.4	1307	0	33.4	33.4
3	1321	0	33.2	31.1	1326	0	32.6	32.7	1326	0	32.7	32.7
4	1316	0			1322	0			1325	0		
5	1324	0			1323	0			1314	0		
6	1323	0			1322	0			1330	0		
7												
8												
Summary:	Penetrations: 0 (Pass)				BFS Statistics: Count: 12				Average: 31.52 mm			
	Maximum BFS: 33.4 mm				Pass - No BFS greater than 44 mm				St. Dev: 1.423 mm			

Shot Number	Sample 3				Sample 4				Sample 5			
	Size: C-3				Size: C-4				Size: C-5			
	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=IN=0)	Front Panel BFS (mm)	Back Panel BFS (mm)
1	1327	0	26.1	28.1	1311	0	26.6	26.7	1319	0	26.7	26.7
2	1321	0	32.8	33.6	1326	0	31.7	33.3	1320	0	33.3	33.3
3	1317	0	32.5	32.4	1330	0	30.2	35.2	1307	0	35.2	35.2
4	1332	0			1322	0			1330	0		
5	1332	0			1324	0			1333	0		
6	1332	0			1326	0			1328	0		
7												
8												
Summary:	Penetrations: 0 (Pass)				BFS Statistics: Count: 12				Average: 33.93 mm			
	Maximum BFS: 35.2 mm				Pass - No BFS greater than 44 mm				St. Dev: 2.9432 mm			

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 0101 08 July 2008

Ammunition: 357 Mag		150/JSP		Threat 2 - New Armor		Conditioning: New		Test Velocity: 1430 $\pm$ 30 ft/s	
Sample 5		Size: C-1		Sample 6		Size: C-1		Sample 7	
Shot Number	Avg. Vel. (ft/sec)	Perf (Y/N=0)	Front Panel BFS (mm)	Back Panel Avg. Vel. (ft/sec)	Perf (Y/N=0)	Back Panel BFS (mm)	Front Panel Avg. Vel. (ft/sec)	Perf (Y/N=0)	Front Panel BFS (mm)
1	1440	0	41	1420	0	33.4	1444	0	36.2
2	1443	0	36.7	1441	0	36.4	1445	0	32.7
3	1442	0	36.9	1443	0	31.1	1446	0	34
4	1439	0		1444	0		1437	0	
5	1446	0		1440	0		1441	0	
6									
7									
8									
Summary:		Penetrations: 0 (Pass)		BFS Statistics: Count: 12		Average: 35.47 mm		St Dev: 3.0608 mm	
		Maximum BFS: Pass - No BFS greater than 44 mm							
Sample 7		Size: C-5		Sample 8		Size: C-5		Sample 9	
Shot Number	Avg. Vel. (ft/sec)	Perf (Y/N=0)	Front Panel BFS (mm)	Back Panel Avg. Vel. (ft/sec)	Perf (Y/N=0)	Back Panel BFS (mm)	Front Panel Avg. Vel. (ft/sec)	Perf (Y/N=0)	Front Panel BFS (mm)
1	1441	0	29.6	1439	0	29.2	1444	0	30
2	1440	0	31.8	1438	0	31.4	1435	0	31.3
3	1445	0	32.5	1437	0	31.8	1441	0	33.1
4	1438	0		1446	0		1433	0	
5	1440	0		1443	0		1444	0	
6	1439	0		1438	0		1442	0	
7							1443	0	
8									
Summary:		Penetrations: 0 (Pass)		BFS Statistics: Count: 12		Average: 31.2 mm		St Dev: 1.4573 mm	
		Maximum BFS: 33.1 mm							

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 0101 06 July 2009

Ammunition: 9mm		12.4JFMJ		Threat 1 - Conditioned Armor		Test Velocity: 1245 ± 30 ft/s		Conditioning: Conditioned																																																																																																																																															
Sample 21 Size: C-1 <table border="1"> <thead> <tr> <th rowspan="2">Shot Number</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> </tr> <tr> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1266</td> <td>0</td> <td>23.4</td> <td>1240</td> <td>0</td> <td>32.4</td> <td>1247</td> <td>0</td> <td>29.7</td> <td>1228</td> <td>0</td> <td>26.6</td> </tr> <tr> <td>2</td> <td>1271</td> <td>0</td> <td>23.7</td> <td>1242</td> <td>0</td> <td>29.5</td> <td>1238</td> <td>0</td> <td>28.1</td> <td>1230</td> <td>0</td> <td>25.4</td> </tr> <tr> <td>3</td> <td>1247</td> <td>0</td> <td>31.0</td> <td>1228</td> <td>0</td> <td>33.3</td> <td>1230</td> <td>0</td> <td>25.7</td> <td>1240</td> <td>0</td> <td>25.7</td> </tr> <tr> <td>4</td> <td>1255</td> <td>0</td> <td></td> <td>1254</td> <td>0</td> <td></td> <td>1254</td> <td>0</td> <td></td> <td>1238</td> <td>0</td> <td></td> </tr> <tr> <td>5</td> <td>1254</td> <td>0</td> <td></td> <td>1245</td> <td>0</td> <td></td> <td>1253</td> <td>0</td> <td></td> <td>1249</td> <td>0</td> <td></td> </tr> <tr> <td>6</td> <td>1250</td> <td>0</td> <td></td> <td>1241</td> <td>0</td> <td></td> <td>1257</td> <td>0</td> <td></td> <td>1258</td> <td>0</td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Summary:</td> <td>Perforations: 0</td> <td colspan="3">33.3 mm (no requirement)</td> <td colspan="3">Perforations: 0</td> <td colspan="3">29.7 mm (no requirement)</td> </tr> </tbody> </table>										Shot Number	Front Panel			Back Panel			Front Panel			Back Panel			Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	1	1266	0	23.4	1240	0	32.4	1247	0	29.7	1228	0	26.6	2	1271	0	23.7	1242	0	29.5	1238	0	28.1	1230	0	25.4	3	1247	0	31.0	1228	0	33.3	1230	0	25.7	1240	0	25.7	4	1255	0		1254	0		1254	0		1238	0		5	1254	0		1245	0		1253	0		1249	0		6	1250	0		1241	0		1257	0		1258	0		7													8													Summary:			Perforations: 0	33.3 mm (no requirement)			Perforations: 0			29.7 mm (no requirement)		
Shot Number	Front Panel			Back Panel			Front Panel				Back Panel																																																																																																																																												
	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)																																																																																																																																											
1	1266	0	23.4	1240	0	32.4	1247	0	29.7	1228	0	26.6																																																																																																																																											
2	1271	0	23.7	1242	0	29.5	1238	0	28.1	1230	0	25.4																																																																																																																																											
3	1247	0	31.0	1228	0	33.3	1230	0	25.7	1240	0	25.7																																																																																																																																											
4	1255	0		1254	0		1254	0		1238	0																																																																																																																																												
5	1254	0		1245	0		1253	0		1249	0																																																																																																																																												
6	1250	0		1241	0		1257	0		1258	0																																																																																																																																												
7																																																																																																																																																							
8																																																																																																																																																							
Summary:			Perforations: 0	33.3 mm (no requirement)			Perforations: 0			29.7 mm (no requirement)																																																																																																																																													
Sample 22 Size: C-5 <table border="1"> <thead> <tr> <th rowspan="2">Shot Number</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> </tr> <tr> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1266</td> <td>0</td> <td>23.4</td> <td>1240</td> <td>0</td> <td>32.4</td> <td>1247</td> <td>0</td> <td>29.7</td> <td>1228</td> <td>0</td> <td>26.6</td> </tr> <tr> <td>2</td> <td>1271</td> <td>0</td> <td>23.7</td> <td>1242</td> <td>0</td> <td>29.5</td> <td>1238</td> <td>0</td> <td>28.1</td> <td>1230</td> <td>0</td> <td>25.4</td> </tr> <tr> <td>3</td> <td>1247</td> <td>0</td> <td>31.0</td> <td>1228</td> <td>0</td> <td>33.3</td> <td>1230</td> <td>0</td> <td>25.7</td> <td>1240</td> <td>0</td> <td>25.7</td> </tr> <tr> <td>4</td> <td>1255</td> <td>0</td> <td></td> <td>1254</td> <td>0</td> <td></td> <td>1254</td> <td>0</td> <td></td> <td>1238</td> <td>0</td> <td></td> </tr> <tr> <td>5</td> <td>1254</td> <td>0</td> <td></td> <td>1245</td> <td>0</td> <td></td> <td>1253</td> <td>0</td> <td></td> <td>1249</td> <td>0</td> <td></td> </tr> <tr> <td>6</td> <td>1250</td> <td>0</td> <td></td> <td>1241</td> <td>0</td> <td></td> <td>1257</td> <td>0</td> <td></td> <td>1258</td> <td>0</td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Summary:</td> <td>Perforations: 0</td> <td colspan="3">33.3 mm (no requirement)</td> <td colspan="3">Perforations: 0</td> <td colspan="3">29.7 mm (no requirement)</td> </tr> </tbody> </table>										Shot Number	Front Panel			Back Panel			Front Panel			Back Panel			Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	1	1266	0	23.4	1240	0	32.4	1247	0	29.7	1228	0	26.6	2	1271	0	23.7	1242	0	29.5	1238	0	28.1	1230	0	25.4	3	1247	0	31.0	1228	0	33.3	1230	0	25.7	1240	0	25.7	4	1255	0		1254	0		1254	0		1238	0		5	1254	0		1245	0		1253	0		1249	0		6	1250	0		1241	0		1257	0		1258	0		7													8													Summary:			Perforations: 0	33.3 mm (no requirement)			Perforations: 0			29.7 mm (no requirement)		
Shot Number	Front Panel			Back Panel			Front Panel				Back Panel																																																																																																																																												
	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)																																																																																																																																											
1	1266	0	23.4	1240	0	32.4	1247	0	29.7	1228	0	26.6																																																																																																																																											
2	1271	0	23.7	1242	0	29.5	1238	0	28.1	1230	0	25.4																																																																																																																																											
3	1247	0	31.0	1228	0	33.3	1230	0	25.7	1240	0	25.7																																																																																																																																											
4	1255	0		1254	0		1254	0		1238	0																																																																																																																																												
5	1254	0		1245	0		1253	0		1249	0																																																																																																																																												
6	1250	0		1241	0		1257	0		1258	0																																																																																																																																												
7																																																																																																																																																							
8																																																																																																																																																							
Summary:			Perforations: 0	33.3 mm (no requirement)			Perforations: 0			29.7 mm (no requirement)																																																																																																																																													
Sample 23 Size: C-1 <table border="1"> <thead> <tr> <th rowspan="2">Shot Number</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> </tr> <tr> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1365</td> <td>0</td> <td>37.2</td> <td>1332</td> <td>0</td> <td>34.9</td> <td>1324</td> <td>0</td> <td>33.6</td> <td>1328</td> <td>0</td> <td>28.6</td> </tr> <tr> <td>2</td> <td>1349</td> <td>0</td> <td>36</td> <td>1362</td> <td>0</td> <td>35.5</td> <td>1351</td> <td>0</td> <td>29.1</td> <td>1354</td> <td>0</td> <td>27.6</td> </tr> <tr> <td>3</td> <td>1345</td> <td>0</td> <td>35.9</td> <td>1345</td> <td>0</td> <td>36.5</td> <td>1341</td> <td>0</td> <td>28.5</td> <td>1345</td> <td>0</td> <td>31.7</td> </tr> <tr> <td>4</td> <td>1338</td> <td>0</td> <td></td> <td>1354</td> <td>0</td> <td></td> <td>1338</td> <td>0</td> <td></td> <td>1338</td> <td>0</td> <td></td> </tr> <tr> <td>5</td> <td>1345</td> <td>0</td> <td></td> <td>1340</td> <td>0</td> <td></td> <td>1352</td> <td>0</td> <td></td> <td>1349</td> <td>0</td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1346</td> <td>0</td> <td></td> <td>1318</td> <td>0</td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Summary:</td> <td>Perforations: 0</td> <td colspan="3">37.2 mm (no requirement)</td> <td colspan="3">Perforations: 0</td> <td colspan="3">33.6 mm (no requirement)</td> </tr> </tbody> </table>										Shot Number	Front Panel			Back Panel			Front Panel			Back Panel			Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	1	1365	0	37.2	1332	0	34.9	1324	0	33.6	1328	0	28.6	2	1349	0	36	1362	0	35.5	1351	0	29.1	1354	0	27.6	3	1345	0	35.9	1345	0	36.5	1341	0	28.5	1345	0	31.7	4	1338	0		1354	0		1338	0		1338	0		5	1345	0		1340	0		1352	0		1349	0		6							1346	0		1318	0		7													8													Summary:			Perforations: 0	37.2 mm (no requirement)			Perforations: 0			33.6 mm (no requirement)		
Shot Number	Front Panel			Back Panel			Front Panel				Back Panel																																																																																																																																												
	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)																																																																																																																																											
1	1365	0	37.2	1332	0	34.9	1324	0	33.6	1328	0	28.6																																																																																																																																											
2	1349	0	36	1362	0	35.5	1351	0	29.1	1354	0	27.6																																																																																																																																											
3	1345	0	35.9	1345	0	36.5	1341	0	28.5	1345	0	31.7																																																																																																																																											
4	1338	0		1354	0		1338	0		1338	0																																																																																																																																												
5	1345	0		1340	0		1352	0		1349	0																																																																																																																																												
6							1346	0		1318	0																																																																																																																																												
7																																																																																																																																																							
8																																																																																																																																																							
Summary:			Perforations: 0	37.2 mm (no requirement)			Perforations: 0			33.6 mm (no requirement)																																																																																																																																													
Sample 24 Size: C-5 <table border="1"> <thead> <tr> <th rowspan="2">Shot Number</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> <th colspan="3">Front Panel</th> <th colspan="3">Back Panel</th> </tr> <tr> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> <th>Avg. Vel. (ft/sec)</th> <th>Perf. (Y=1/N=0)</th> <th>BFS (mm)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1365</td> <td>0</td> <td>37.2</td> <td>1332</td> <td>0</td> <td>34.9</td> <td>1324</td> <td>0</td> <td>33.6</td> <td>1328</td> <td>0</td> <td>28.6</td> </tr> <tr> <td>2</td> <td>1349</td> <td>0</td> <td>36</td> <td>1362</td> <td>0</td> <td>35.5</td> <td>1351</td> <td>0</td> <td>29.1</td> <td>1354</td> <td>0</td> <td>27.6</td> </tr> <tr> <td>3</td> <td>1345</td> <td>0</td> <td>35.9</td> <td>1345</td> <td>0</td> <td>36.5</td> <td>1341</td> <td>0</td> <td>28.5</td> <td>1345</td> <td>0</td> <td>31.7</td> </tr> <tr> <td>4</td> <td>1338</td> <td>0</td> <td></td> <td>1354</td> <td>0</td> <td></td> <td>1338</td> <td>0</td> <td></td> <td>1338</td> <td>0</td> <td></td> </tr> <tr> <td>5</td> <td>1345</td> <td>0</td> <td></td> <td>1340</td> <td>0</td> <td></td> <td>1352</td> <td>0</td> <td></td> <td>1349</td> <td>0</td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1346</td> <td>0</td> <td></td> <td>1318</td> <td>0</td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">Summary:</td> <td>Perforations: 0</td> <td colspan="3">37.2 mm (no requirement)</td> <td colspan="3">Perforations: 0</td> <td colspan="3">33.6 mm (no requirement)</td> </tr> </tbody> </table>										Shot Number	Front Panel			Back Panel			Front Panel			Back Panel			Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	1	1365	0	37.2	1332	0	34.9	1324	0	33.6	1328	0	28.6	2	1349	0	36	1362	0	35.5	1351	0	29.1	1354	0	27.6	3	1345	0	35.9	1345	0	36.5	1341	0	28.5	1345	0	31.7	4	1338	0		1354	0		1338	0		1338	0		5	1345	0		1340	0		1352	0		1349	0		6							1346	0		1318	0		7													8													Summary:			Perforations: 0	37.2 mm (no requirement)			Perforations: 0			33.6 mm (no requirement)		
Shot Number	Front Panel			Back Panel			Front Panel				Back Panel																																																																																																																																												
	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)	Avg. Vel. (ft/sec)	Perf. (Y=1/N=0)	BFS (mm)																																																																																																																																											
1	1365	0	37.2	1332	0	34.9	1324	0	33.6	1328	0	28.6																																																																																																																																											
2	1349	0	36	1362	0	35.5	1351	0	29.1	1354	0	27.6																																																																																																																																											
3	1345	0	35.9	1345	0	36.5	1341	0	28.5	1345	0	31.7																																																																																																																																											
4	1338	0		1354	0		1338	0		1338	0																																																																																																																																												
5	1345	0		1340	0		1352	0		1349	0																																																																																																																																												
6							1346	0		1318	0																																																																																																																																												
7																																																																																																																																																							
8																																																																																																																																																							
Summary:			Perforations: 0	37.2 mm (no requirement)			Perforations: 0			33.6 mm (no requirement)																																																																																																																																													
Overall P-BFS Summary Perforations: This armor model meets the performance requirements of NIJ Standard-0101.06 Section 7.8.8 Backface Signature: This armor model meets the performance requirements of NIJ Standard-0101.06 Section 7.8.9 Item a. Maximum BFS: 41 mm																																																																																																																																																							

Compliance Test Report Version NIJ0101 2-20 (2012-12-10) / MS Excel version 14.0 / Operating System Version Windows (20-04) NT 6.01

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 010100JULY 2005

Ammunition				Serial				1547ALJ				Target 1 - New Armor				Conditioning:				How				
Shot Number	Sample Front		Sample Back		Remarks	Sample Front		Sample Back		Remarks	Sample Front		Sample Back		Remarks	Sample Front		Sample Back		Remarks	Sample Front		Sample Back	
	Front	Back	Front	Back		Front	Back	Front	Back		Front	Back	Front	Back		Front	Back	Front	Back		Front	Back		
1	1325	1325	0	0	1325	0	0	1325	0	0	1325	0	0	1325	0	0	1325	0	0	1325	0	0	1325	
2	1326	1326	0	0	1326	0	0	1326	0	0	1326	0	0	1326	0	0	1326	0	0	1326	0	0	1326	
3	1327	1327	0	0	1327	0	0	1327	0	0	1327	0	0	1327	0	0	1327	0	0	1327	0	0	1327	
4	1328	1328	0	0	1328	0	0	1328	0	0	1328	0	0	1328	0	0	1328	0	0	1328	0	0	1328	
5	1329	1329	0	0	1329	0	0	1329	0	0	1329	0	0	1329	0	0	1329	0	0	1329	0	0	1329	
6	1330	1330	0	0	1330	0	0	1330	0	0	1330	0	0	1330	0	0	1330	0	0	1330	0	0	1330	
7	1331	1331	0	0	1331	0	0	1331	0	0	1331	0	0	1331	0	0	1331	0	0	1331	0	0	1331	
8	1332	1332	0	0	1332	0	0	1332	0	0	1332	0	0	1332	0	0	1332	0	0	1332	0	0	1332	
9	1333	1333	0	0	1333	0	0	1333	0	0	1333	0	0	1333	0	0	1333	0	0	1333	0	0	1333	
10	1334	1334	0	0	1334	0	0	1334	0	0	1334	0	0	1334	0	0	1334	0	0	1334	0	0	1334	
11	1335	1335	0	0	1335	0	0	1335	0	0	1335	0	0	1335	0	0	1335	0	0	1335	0	0	1335	
12	1336	1336	0	0	1336	0	0	1336	0	0	1336	0	0	1336	0	0	1336	0	0	1336	0	0	1336	
13	1337	1337	0	0	1337	0	0	1337	0	0	1337	0	0	1337	0	0	1337	0	0	1337	0	0	1337	
14	1338	1338	0	0	1338	0	0	1338	0	0	1338	0	0	1338	0	0	1338	0	0	1338	0	0	1338	
15	1339	1339	0	0	1339	0	0	1339	0	0	1339	0	0	1339	0	0	1339	0	0	1339	0	0	1339	
16	1340	1340	0	0	1340	0	0	1340	0	0	1340	0	0	1340	0	0	1340	0	0	1340	0	0	1340	
17	1341	1341	0	0	1341	0	0	1341	0	0	1341	0	0	1341	0	0	1341	0	0	1341	0	0	1341	
18	1342	1342	0	0	1342	0	0	1342	0	0	1342	0	0	1342	0	0	1342	0	0	1342	0	0	1342	
19	1343	1343	0	0	1343	0	0	1343	0	0	1343	0	0	1343	0	0	1343	0	0	1343	0	0	1343	
20	1344	1344	0	0	1344	0	0	1344	0	0	1344	0	0	1344	0	0	1344	0	0	1344	0	0	1344	
21	1345	1345	0	0	1345	0	0	1345	0	0	1345	0	0	1345	0	0	1345	0	0	1345	0	0	1345	
22	1346	1346	0	0	1346	0	0	1346	0	0	1346	0	0	1346	0	0	1346	0	0	1346	0	0	1346	
23	1347	1347	0	0	1347	0	0	1347	0	0	1347	0	0	1347	0	0	1347	0	0	1347	0	0	1347	
24	1348	1348	0	0	1348	0	0	1348	0	0	1348	0	0	1348	0	0	1348	0	0	1348	0	0	1348	
25	1349	1349	0	0	1349	0	0	1349	0	0	1349	0	0	1349	0	0	1349	0	0	1349	0	0	1349	
26	1350	1350	0	0	1350	0	0	1350	0	0	1350	0	0	1350	0	0	1350	0	0	1350	0	0	1350	
27	1351	1351	0	0	1351	0	0	1351	0	0	1351	0	0	1351	0	0	1351	0	0	1351	0	0	1351	
28	1352	1352	0	0	1352	0	0	1352	0	0	1352	0	0	1352	0	0	1352	0	0	1352	0	0	1352	
29	1353	1353	0	0	1353	0	0	1353	0	0	1353	0	0	1353	0	0	1353	0	0	1353	0	0	1353	
30	1354	1354	0	0	1354	0	0	1354	0	0	1354	0	0	1354	0	0	1354	0	0	1354	0	0	1354	
31	1355	1355	0	0	1355	0	0	1355	0	0	1355	0	0	1355	0	0	1355	0	0	1355	0	0	1355	
32	1356	1356	0	0	1356	0	0	1356	0	0	1356	0	0	1356	0	0	1356	0	0	1356	0	0	1356	
33	1357	1357	0	0	1357	0	0	1357	0	0	1357	0	0	1357	0	0	1357	0	0	1357	0	0	1357	
34	1358	1358	0	0	1358	0	0	1358	0	0	1358	0	0	1358	0	0	1358	0	0	1358	0	0	1358	
35	1359	1359	0	0	1359	0	0	1359	0	0	1359	0	0	1359	0	0	1359	0	0	1359	0	0	1359	
36	1360	1360	0	0	1360	0	0	1360	0	0	1360	0	0	1360	0	0	1360	0	0	1360	0	0	1360	
37	1361	1361	0	0	1361	0	0	1361	0	0	1361	0	0	1361	0	0	1361	0	0	1361	0	0	1361	
38	1362	1362	0	0	1362	0	0	1362	0	0	1362	0	0	1362	0	0	1362	0	0	1362	0	0	1362	
39	1363	1363	0	0	1363	0	0	1363	0	0	1363	0	0	1363	0	0	1363	0	0	1363	0	0	1363	
40	1364	1364	0	0	1364	0	0	1364	0	0	1364	0	0	1364	0	0	1364	0	0	1364	0	0	1364	
41	1365	1365	0	0	1365	0	0	1365	0	0	1365	0	0	1365	0	0	1365	0	0	1365	0	0	1365	
42	1366	1366	0	0	1366	0	0	1366	0	0	1366	0	0	1366	0	0	1366	0	0	1366	0	0	1366	
43	1367	1367	0	0	1367	0	0	1367	0	0	1367	0	0	1367	0	0	1367	0	0	1367	0	0	1367	
44	1368	1368	0	0	1368	0	0	1368	0	0	1368	0	0	1368	0	0	1368	0	0	1368	0	0	1368	
45	1369	1369	0	0	1369	0	0	1369	0	0	1369	0	0	1369	0	0	1369	0	0	1369	0	0	1369	
46	1370	1370	0	0	1370	0	0	1370	0	0	1370	0	0	1370	0	0	1370	0	0	1370	0	0	1370	
47	1371	1371	0	0	1371	0	0	1371	0	0	1371	0	0	1371	0	0	1371	0	0	1371	0	0	1371	
48	1372	1372	0	0	1372	0	0	1372	0	0	1372	0	0	1372	0	0	1372	0	0	1372	0	0	1372	
49	1373	1373	0	0	1373	0	0	1373	0	0	1373	0	0	1373	0	0	1373	0	0	1373	0	0	1373	
50	1374	1374	0	0	1374	0	0	1374	0	0	1374	0	0	1374	0	0	1374	0	0	1374	0	0	1374	
51	1375	1375	0	0	1375	0	0	1375	0	0	1375	0	0	1375	0	0	1375	0	0	1375	0	0	1375	
52	1376	1376	0	0	1376	0	0	1376	0	0	1376	0	0	1376	0	0	1376	0	0	1376	0	0	1376	
53	1377	1377	0	0	1377	0	0	1377	0	0	1377	0	0	1377	0	0	1377	0	0	1377	0	0	1377	
54	1378	1378	0	0	1378	0	0	1378	0	0	1378	0	0	1378	0	0	1378	0	0	1378	0	0	1378	
55	1379	1379	0	0	1379	0	0	1379	0	0	1379	0	0	1379	0	0	1379	0	0	1379	0	0	1379	
56	1380	1380	0	0	1380	0	0	1380	0	0	1380	0	0	1380	0	0	1380	0	0	1380	0	0	1380	
57	1381	1381	0	0	1381	0	0	1381	0	0	1381	0	0	1381	0	0	1381	0	0	1381	0	0	1381	
58	1382	1382	0	0	1382	0	0	1382	0	0	1382	0	0	1382	0	0	1382	0	0	1382	0	0	1382	
59	1383	1383	0	0	1383	0	0	1383	0	0	1383	0	0	1383	0	0	1383	0	0	1383	0	0	1383	
60	1384	1384	0	0	1384	0	0	1384	0	0	1384	0	0	1384	0	0	1384	0	0	1384	0	0	1384	
61	1385	1385	0	0	1385	0	0	1385	0	0	1385	0	0	1385	0	0	1385	0	0	1385	0	0	1385	
62	1386	1386	0	0	1386	0	0	1386	0	0	1386	0	0	1386	0	0	1386	0	0	1386	0	0	1386	
63	1387	1387	0	0	1387	0	0	1387	0	0	1387	0	0	1387	0	0	1387	0	0	1387	0	0	1387	
64	1388	1388																						

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

(b) Summary 18

Thread 1 - Conditioned Armor									
Ammunition:		Test Velocity:		Date:		Client:		Condition:	
1245		1245		1245		1245		1245	
Shot Number	Sample Front	Sample Back	Front Panel	Back Panel	Front Panel	Back Panel	Front Panel	Back Panel	Remarks
1	1774	1774	1774	1774	1774	1774	1774	1774	
2	1426	1426	1426	1426	1426	1426	1426	1426	
3	1521	1521	1521	1521	1521	1521	1521	1521	
4	1720	1720	1720	1720	1720	1720	1720	1720	
5	1826	1826	1826	1826	1826	1826	1826	1826	
6	1826	1826	1826	1826	1826	1826	1826	1826	
7	1826	1826	1826	1826	1826	1826	1826	1826	
8	1826	1826	1826	1826	1826	1826	1826	1826	
9	1826	1826	1826	1826	1826	1826	1826	1826	
10	1826	1826	1826	1826	1826	1826	1826	1826	
11	1826	1826	1826	1826	1826	1826	1826	1826	
12	1826	1826	1826	1826	1826	1826	1826	1826	
13	1826	1826	1826	1826	1826	1826	1826	1826	
14	1826	1826	1826	1826	1826	1826	1826	1826	
15	1826	1826	1826	1826	1826	1826	1826	1826	
Summary:									
Total Usable Shots: 24									
Performance (CP): 0									
Performance (PP): 15									
Performance below 1275 Pst: 0									
Performance below 1275 Pst: 0									
Estimated V50:									

Thread 2 - Conditioned Armor									
Ammunition:		Test Velocity:		Date:		Client:		Condition:	
1245		1245		1245		1245		1245	
Shot Number	Sample Front	Sample Back	Front Panel	Back Panel	Front Panel	Back Panel	Front Panel	Back Panel	Remarks
1	1365	1365	1365	1365	1365	1365	1365	1365	
2	1310	1310	1310	1310	1310	1310	1310	1310	
3	1260	1260	1260	1260	1260	1260	1260	1260	
4	1260	1260	1260	1260	1260	1260	1260	1260	
5	1260	1260	1260	1260	1260	1260	1260	1260	
6	1260	1260	1260	1260	1260	1260	1260	1260	
7	1260	1260	1260	1260	1260	1260	1260	1260	
8	1260	1260	1260	1260	1260	1260	1260	1260	
9	1260	1260	1260	1260	1260	1260	1260	1260	
10	1260	1260	1260	1260	1260	1260	1260	1260	
11	1260	1260	1260	1260	1260	1260	1260	1260	
12	1260	1260	1260	1260	1260	1260	1260	1260	
13	1260	1260	1260	1260	1260	1260	1260	1260	
14	1260	1260	1260	1260	1260	1260	1260	1260	
15	1260	1260	1260	1260	1260	1260	1260	1260	
Summary:									
Total Usable Shots: 24									
Performance (CP): 11									
Performance (PP): 13									
Performance below 1370 Pst: 0									
Performance below 1370 Pst: 0									
Estimated V50:									

Overall Results Summary

The armor model meets the performance requirements of NIJ Standard-0101.06 Section 7.9.5.

Performance below 1275 Pst: 0

Performance below 1275 Pst: 0

Estimated V50:

Overall Results Summary

The armor model meets the performance requirements of NIJ Standard-0101.06 Section 7.9.5.

Performance below 1370 Pst: 0

Performance below 1370 Pst: 0

Estimated V50:



www.chesapeaketesting.com

7 January 2014

Point Blank Enterprises, Inc.
2102 SW 2nd Street
Pompano Beach, FL 33069

Attention: Mr. Julio Ramirez

Subject: Point Blank Enterprises, Inc., Armor Protection Ballistic Resistance Test: Job No. 2051-133, Tested 26 December 2013, Purchase Order No. 27116, Test Report No. CT-RD-13-1721

Dear Mr. Ramirez:

Please find enclosed a report documenting the subject test series conducted by Chesapeake Testing on 26 December 2013. This report includes a summary of the test as well as a detailed shot record for each armor sample tested.

If you have any questions related to this test, please call Mr. Craig Thomas at 410-297-8154 or contact him via e-mail at craig.thomas@chesapeaketesting.com.

Sincerely,

A handwritten signature in blue ink that reads "James A. Martin".

James A. Martin
VP Operations, Chesapeake Testing

mcb

Enc. a/s

cc: Mr. Xiaolin XU, Point Blank Enterprises, Inc.

Chesapeake Testing is an independent testing facility and has no affiliation with Point Blank Enterprises, Inc.

POINT BLANK ENTERPRISES, INC., PROPRIETARY INFORMATION

INTENTIONALLY LEFT BLANK



POC: Mr. Julio Ramirez
POC Phone: 954-630-0900 x325
Purchase Order No.: 27116
Report No.: CT-RD-13-1721

**Point Blank Enterprises, Inc.,
Armor Protection Ballistic Resistance Test:
Job No. 2051-133, Tested 26 December 2013**

Prepared by:

**Craig A. Thomas
Melissa C. Brown**

Chesapeake Testing
4603B Compass Point Road
Belcamp, MD 21017

3 January 2014

***Further dissemination only as directed by
Point Blank Enterprises, Inc., January 2014.***

The information contained in this report may be subject to the provisions of the Export Administration Act (50 USC 2401 et seq.), the Export Administration Regulations (15 CFR 768-799), or the U.S. Arms Export Control Act (22 USC 2778 et seq.) and the International Traffic in Arms Regulations (22 CFR 120-130). These statutes and regulations impose restrictions on import, export and transfer to foreign entities and persons, whether within the U.S. or abroad, of certain data and articles without approved licenses from the U.S. Department of State and/or the U.S. Department of Commerce.

Chesapeake Testing is an independent testing facility
and has no affiliation with Point Blank Enterprises, Inc.

POINT BLANK ENTERPRISES, INC., PROPRIETARY INFORMATION

INTENTIONALLY LEFT BLANK

1 Introduction

Point Blank Enterprises, Inc., provided 20 armor samples to Chesapeake Testing for ballistic resistance testing on 26 December 2013. Prior to testing, the samples were sized and weighed. The results are shown in Table 1.

Table 1. Physical Data for Armor Samples

Job No.	Sample No.	Armor Description	Size	Weight (lbs)
2051-133-1	Dry 1	Proprietary	C3	1.76
2051-133-2	Dry 2	Proprietary	C3	1.75
2051-133-3	Dry 3	Proprietary	C3	1.74
2051-133-4	Dry 4	Proprietary	C3	1.77
2051-133-5	Dry 5	Proprietary	C3	1.76
2051-133-6	Heat 1	Proprietary	C3	1.73
2051-133-7	Heat 2	Proprietary	C3	1.71
2051-133-8	Heat 3	Proprietary	C3	1.73
2051-133-9	Heat 4	Proprietary	C3	1.72
2051-133-10	Heat 5	Proprietary	C3	1.72
2051-133-11	Cold 1	Proprietary	C3	1.76
2051-133-12	Cold 2	Proprietary	C3	1.76
2051-133-13	Cold 3	Proprietary	C3	1.77
2051-133-14	Cold 4	Proprietary	C3	1.77
2051-133-15	Cold 5	Proprietary	C3	1.77
2051-133-16	Wet 1	Proprietary	C3	1.71
2051-133-17	Wet 2	Proprietary	C3	1.72
2051-133-18	Wet 3	Proprietary	C3	1.72
2051-133-19	Wet 4	Proprietary	C3	1.72
2051-133-20	Wet 5	Proprietary	C3	1.77

2 Threats and Instrumentation

2.1 Threats

The threats used for this ballistic resistance test were:

- 9-mm NATO, 124-grain full metal jacketed (FMJ) projectiles.
- .40-cal., 165-grain S&W Speer gold dot hollow point (GDHP) projectiles.
- .45-cal. Auto, 230-grain brass jacketed hollow point (BJHP) projectiles.
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles.
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles.

All projectiles were fired from a universal receiver which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount.

2.2 Instrumentation

Projectile velocity measurements were obtained using Oehler Research model No. 57 infrared screens with Hewlett-Packard (HP) counter chronographs (universal counters, HP model No. 53131A).

3 Details of Test

The objective of this test was to conduct a ballistic resistance test on the armor samples in accordance with FBI Body Armor Test Protocol and the customer's request. Shot spacing between multiple impacts on a single sample was in accordance with the FBI protocol. Shots against the armor sample were performed at 0.0° obliquity and ambient range temperature (64 ± 1 °F).

The samples for Job No. 2051-133-1 through 2051-133-5 were tested under ambient conditions. The samples for Job No. 2051-133-6 through 2051-133-10 were conditioned at +140 °F (60 °C); the samples for Job No. 2051-133-11 through 2051-133-15 were conditioned at -40 °F (-40 °C); and the samples for Job No. 2051-133-16 through 2051-133-20 were submerged in water for 14 to 24 hours prior to testing. For each shot, the target was strapped to a gelatin block that was clamped to a rigid test fixture. All firings were conducted at 17.200 ft from the target. The projectile velocities used for the test were in accordance with the referenced performance standard.

The threat projectiles were required to have no greater than 5° total yaw. Projectile yaw was measured to ensure that the test impacts were within this constraint by placing a yaw card at the appropriate gun-to-target range during velocity verification shots.

4 Summary of Results

The results of the ballistic resistance test are shown in Table 2. The round-by-round ballistic data sheet for the ballistic resistance testing performed is provided on the following page.

Table 2. Summary of Ballistic Resistance Test Results

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-1	Dry 1	0.0	9-mm NATO, 124-grain FMJ	1	1452	None
				2	1452	None
				3	1451	None
				4	1449	None
				5	1442	None
				6	1410	None
				7	1439	None
				8	1450	None
2051-133-2	Dry 2	0.0	9-mm NATO, 124-grain FMJ	1	1433	None
				2	1436	None
				3	1452	None
				4	1450	None
				5	1444	None
				6	1423	None
				7	1427	None
				8	1419	None

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-3	Dry 3	0.0	9-mm NATO, 124-grain FMJ	1	1437	None
				2	1427	None
				3	1451	None
				4	1426	None
				5	1435	None
				6	1450	None
				7	1441	None
				8	1427	None
2051-133-4	Dry 4	0.0	9-mm NATO, 124-grain FMJ	1	1413	None
				2	1426	None
				3	1423	None
				4	1427	None
				5	1429	None
				6	1451	None
				7	1423	None
				8	1442	None

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-5	Dry 5	0.0	9-mm NATO, 124-grain FMJ	1	1451	None
				2	1428	None
				3	1451	None
				4	1442	None
				5	1454	None
				6	1436	None
				7	1437	None
				8	1456	None
2051-133-6	Heat 1	0.0	9-mm NATO, 124-grain FMJ	1	1427	None
				2	1437	None
				3	1435	None
			.40-cal., 165-grain S&W Speer GDHP	4	NR ^a	None
			.45 Auto, 230-grain BJHP	5	NR ^a	None
			9-mm, 147-grain JHP	6	NR ^a	None

^a Contact shot.

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-7	Heat 2	0.0	9-mm NATO, 124-grain FMJ	1	1427	None
				2	1437	None
				3	1434	None
			.40-cal., 165-grain S&W Speer GDHP	4	NR ^a	None
				5	NR ^a	None
				6	NR ^a	None
2051-133-8	Heat 3	0.0	9-mm NATO, 124-grain FMJ	1	1454	None
				2	1412	None
				3	1432	None
			.40-cal., 165-grain S&W Speer GDHP	4	NR ^a	None
				5	NR ^a	None
				6	NR ^a	None

^a Contact shot

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-9	Heat 4	0.0	9-mm NATO, 124-grain FMJ	1	1425	None
				2	1422	None
				3	1415	None
			.40-cal., 165-grain S&W Speer GDHP	4	NR ^a	None
				5	NR ^a	None
				6	NR ^a	None
2051-133-10	Heat 5	0.0	9-mm NATO, 124-grain FMJ	1	1414	None
				2	1433	None
				3	1417	None
			.40-cal., 165-grain S&W Speer GDHP	4	NR ^a	None
				5	NR ^a	None
				6	NR ^a	None

^a Contact shot

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-11	Cold 1	0.0	9-mm NATO, 124-grain FMJ	1	1423	None
				2	1402	None
				3	1419	None
			9-mm, 127-grain SXT	4	NR ^a	None
2051-133-12	Cold 2	0.0	9-mm NATO, 124-grain FMJ	1	1418	None
				2	1424	None
				3	1413	None
			9-mm, 127-grain SXT	4	NR ^a	None
2051-133-13	Cold 3	0.0	9-mm NATO, 124-grain FMJ	1	1410	None
				2	1408	None
				3	1424	None
			9-mm, 127-grain SXT	4	NR ^a	None

^a Contact shot

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-14	Cold 4	0.0	9-mm NATO, 124-grain FMJ	1	1442	None
				2	1413	None
				3	1425	None
			9-mm, 127-grain SXT	4	NR ^a	None
2051-133-15	Cold 5	0.0	9-mm NATO, 124-grain FMJ	1	1429	None
				2	1437	None
				3	1421	None
			9-mm, 127-grain SXT	4	NR ^a	None
2051-133-16	Wet 1	0.0	9-mm NATO, 124-grain FMJ	1	1434	None
				2	1430	None
				3	1431	None
2051-133-17	Wet 2	0.0	9-mm NATO, 124-grain FMJ	1	1412	None
				2	1431	None
				3	1418	None

Table 2. Summary of Ballistic Resistance Test Results (continued)

Job No.	Sample No.	Target Obliquity (deg)	Threat	Shot No.	Penetration Data	
					Velocity (ft/s)	Result
2051-133-18	Wet 3	0.0	9-mm NATO, 124-grain FMJ	1	1429	None
				2	1427	None
				3	1424	None
2051-133-19	Wet 4	0.0	9-mm NATO, 124-grain FMJ	1	1426	None
				2	1437	None
				3	1409	None
2051-133-20	Wet 5	0.0	9-mm NATO, 124-grain FMJ	1	1423	None
				2	1410	None
				3	1429	None

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-1

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Dry 1

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.76 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: Ambient

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.5 °F
BP: 30.1 inHg
RH: 34.9%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ	Federal	Accurate No. 2

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3448	1450	2980	1454	1452	None	
2	1	3444	1452	2985	1452	1452	None	
3	1	3444	1452	2986	1451	1451	None	
4	1	3453	1448	2990	1449	1449	None	(a)
5	1	3468	1442	3005	1442	1442	None	(a)
6	1	3546	1410	3073	1410	1410	None	(a)
7	1	3475	1439	3011	1439	1439	None	(b)
8	1	3449	1450	2989	1450	1450	None	(b)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Multiple round test (no smoothing)
- (b) Edge test

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-2

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Dry 2

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.75 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: Ambient

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.4 °F
BP: 30.1 inHg
RH: 35.9%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ	Federal	Accurate No. 2

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
(2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3489	1433	3023	1433	1433	None	
2	1	3480	1437	3020	1435	1436	None	
3	1	3443	1452	2983	1453	1452	None	
4	1	3449	1450	2988	1450	1450	None	(a)
5	1	3463	1444	3001	1444	1444	None	(a)
6	1	3515	1422	3045	1423	1423	None	(a)
7	1	3504	1427	3036	1427	1427	None	(b)
8	1	3524	1419	3053	1419	1419	None	(b)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Multiple round test (no smoothing)
(b) Edge test

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-3

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Dry 3

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.74 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: Ambient

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.4 °F
BP: 30.1 inHg
RH: 35.8%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile

Lot No.

Powder

(1) 9-mm NATO, 124-grain FMJ

Federal

Accurate No. 2

Applicable Standards or Procedures

(1) FBI Body Armor Test Protocol

(2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Striking Vel. (ft/s)	Penetration	Footnotes
1	1	3479	1437	3014	1438	1437	1437	None	
2	1	3503	1427	3039	1426	1427	1427	None	
3	1	3445	1451	2985	1452	1451	1451	None	
4	1	3505	1427	3039	1426	1426	1426	None	(a)
5	1	3484	1435	3019	1435	1435	1435	None	(a)
6	1	3448	1450	2987	1451	1450	1450	None	(a)
7	1	3469	1441	3006	1441	1441	1441	None	(b)
8	1	3501	1428	3037	1427	1427	1427	None	(b)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

(a) Multiple round test (no smoothing)

(b) Edge test

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-4

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Dry 4

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.77 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: Ambient

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.2 °F
BP: 30.1 inHg
RH: 36%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ	Federal	Accurate No. 2

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3539	1413	3067	1413	1413	None	
2	1	3508	1425	3039	1426	1426	None	
3	1	3516	1422	3045	1423	1423	None	
4	1	3503	1427	3039	1426	1427	None	(a)
5	1	3498	1429	3035	1428	1429	None	(a)
6	1	3445	1451	2985	1452	1451	None	(a)
7	1	3513	1423	3044	1423	1423	None	(b)
8	1	3469	1441	3005	1442	1442	None	(b)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Multiple round test (no smoothing)
- (b) Edge test

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-5

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Dry 5

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.76 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: Ambient

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.2 °F
BP: 30.1 inHg
RH: 35.7%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ	Federal	Accurate No. 2

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3444	1452	2987	1451	1451	None	
2	1	3499	1429	3035	1428	1428	None	
3	1	3446	1451	2985	1452	1451	None	
4	1	3469	1441	3005	1442	1442	None	(a)
5	1	3440	1453	2980	1454	1454	None	(a)
6	1	3482	1436	3016	1437	1436	None	(a)
7	1	3480	1437	3014	1438	1437	None	(b)
8	1	3436	1455	2975	1456	1456	None	(b)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Multiple round test (no smoothing)
- (b) Edge test

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-6

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Heat 1

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.73 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: +140 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.2 °F
BP: 30.1 inHg
RH: 36%
Barrel/Gun: CT-3027
Gunner: Sam Swank
Recorder: John Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) .40-cal., 165-grain S&W Speer GDHP (3) .45-cal. Auto, 230-grain BJHP (4) 9-mm, 147-grain JHP	Federal Speer 11873-03 Remington Winchester Ranger 30DE10C	Accurate No. 2 Factory load Factory load Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3501	1428	3037	1427	1427	None	
2	1	3480	1437	3014	1438	1437	None	
3	1	3485	1435	3018	1436	1435	None	
4	2	NR	NR	NR	NR	NR	None	(a)
5	3	NR	NR	NR	NR	NR	None	(b)
6	4	NR	NR	NR	NR	NR	None	(c)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 585 ft/s

Footnotes:

- (a) Contact shot, Impacted at G1 location, Average velocity: 1120 ft/s
(b) Contact shot, Impacted at G2 location, Average velocity: 852 ft/s
(c) Contact shot, Impacted at G3 location, Average velocity: 965 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-7

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Heat 2

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.71 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: +140 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.2 °F
BP: 30.1 inHg
RH: 35.8%
Barrel/Gun: CT-3027
Gunner: Sam Swank
Recorder: John Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) .40-cal., 165-grain S&W Speer GDHP (3) .45-cal. Auto, 230-grain BJHP (4) 9-mm, 147-grain JHP	Federal Speer 11873-03 Remington Winchester Ranger 30DE10C	Accurate No. 2 Factory load Factory load Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3504	1427	3038	1426	1427	None	
2	1	3480	1437	3015	1437	1437	None	
3	1	3487	1434	3021	1434	1434	None	
4	2	NR	NR	NR	NR	NR	None	(a)
5	3	NR	NR	NR	NR	NR	None	(b)
6	4	NR	NR	NR	NR	NR	None	(c)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Contact shot, Impacted at G1 location, Average velocity: 1120 ft/s
(b) Contact shot, Impacted at G2 location, Average velocity: 852 ft/s
(c) Contact shot, Impacted at G3 location, Average velocity: 965 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-8

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Heat 3

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.73 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: +140 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.0 °F
BP: 30.1 inHg
RH: 35.6%
Barrel/Gun: CT-3027
Gunner: Sam Swank
Recorder: John Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) .40-cal., 165-grain S&W Speer GDHP (3) .45-cal. Auto, 230-grain BJHP (4) 9-mm, 147-grain JHP	Federal Speer 11873-03 Remington Winchester Ranger 30DE10C	Accurate No. 2 Factory load Factory load Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3441	1453	2980	1454	1454	None	
2	1	3543	1411	3069	1412	1412	None	
3	1	3492	1432	3025	1432	1432	None	
4	2	NR	NR	NR	NR	NR	None	(a)
5	3	NR	NR	NR	NR	NR	None	(b)
6	4	NR	NR	NR	NR	NR	None	(c)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Contact shot, Impacted at G1 location, Average velocity: 1120 ft/s
- (b) Contact shot, Impacted at G2 location, Average velocity: 852 ft/s
- (c) Contact shot, Impacted at G3 location, Average velocity: 965 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-9

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Heat 4

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.72 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: +140 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833, 11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.0 °F
BP: 30.1 inHg
RH: 35.8%
Barrel/Gun: CT-3027
Gunner: Sam Swank
Recorder: John Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) .40-cal., 165-grain S&W Speer GDHP (3) .45-cal. Auto, 230-grain BJHP (4) 9-mm, 147-grain JHP	Federal Speer 11873-03 Remington Winchester Ranger 30DE10C	Accurate No. 2 Factory load Factory load Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3509	1425	3039	1426	1425	None	
2	1	3518	1421	3047	1422	1422	None	
3	1	3535	1414	3062	1415	1415	None	
4	2	NR	NR	NR	NR	NR	None	(a)
5	3	NR	NR	NR	NR	NR	None	(b)
6	4	NR	NR	NR	NR	NR	None	(c)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Contact shot, Impacted at G1 location, Average velocity: 1120 ft/s
(b) Contact shot, Impacted at G2 location, Average velocity: 852 ft/s
(c) Contact shot, Impacted at G3 location, Average velocity: 965 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-10

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Heat 5

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.72 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: +140 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.0 °F
BP: 30.1 inHg
RH: 35.9%
Barrel/Gun: CT-3027
Gunner: Sam Swank
Recorder: John Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) .40-cal., 165-grain S&W Speer GDHP (3) .45-cal. Auto, 230-grain BJHP (4) 9-mm, 147-grain JHP	Federal Speer 11873-03 Remington Winchester Ranger 30DE10C	Accurate No. 2 Factory load Factory load Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (μs)	Vel. 1 (ft/s)	Time 2 (μs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3537	1414	3064	1414	1414	None	
2	1	3490	1433	3023	1433	1433	None	
3	1	3529	1417	3057	1417	1417	None	
4	2	NR	NR	NR	NR	NR	None	(a)
5	3	NR	NR	NR	NR	NR	None	(b)
6	4	NR	NR	NR	NR	NR	None	(c)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

- (a) Contact shot, Impacted at G1 location, Average velocity: 1120 ft/s
(b) Contact shot, Impacted at G2 location, Average velocity: 852 ft/s
(c) Contact shot, Impacted at G3 location, Average velocity: 965 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-11

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Cold 1

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.76 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: -40 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833,
11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.0 °F
BP: 30.1 inHg
RH: 35.6%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) 9-mm, 127-grain SXT	Federal Winchester Ranger	Accurate No. 2 Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (µs)	Vel. 1 (ft/s)	Time 2 (µs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3515	1422	3044	1423	1423	None	
2	1	3568	1401	3091	1402	1402	None	
3	1	3523	1419	3052	1420	1419	None	
4	2	NR	NR	NR	NR	NR	None	(a)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

(a) Contact shot, Impacted at H1 location, Average velocity: 1222 ft/s

BALLISTIC RESISTANCE TEST

Chesapeake Testing

4603B Compass Point Road
Belcamp, MD 21017

Client: Point Blank Enterprises, Inc.

Job No.: 2051-133-12

Test Date: 12/26/2013

Test Panel

Description: Proprietary; Model No.: AXII

Manufacturer: Point Blank Enterprises, Inc.

Sample No.: Cold 2

Size: C3
Thickness: NA
Avg. Thick: NA

Heat No.: NA
Weight: 1.76 lbs
Hardness: NA
Plies/Laminates: NA

Date Received: 12/24/2013
Via: UPS
Returned: FedEx

Setup

Shot Spacing: FBI Protocol
Witness Panel: Gelatin block
Obliquity: 0.0°
Backing Material: Gelatin block
Condition: -40 °F for 14 to 24 hours

Primary Vel. Screens (ft): 6.500, 6.833, 11.166, 11.500
Primary Vel. Location (ft): 9.000
Range to Target (ft): 17.200
Target to Witness (in): 0.000

Range No.: 1
Temp: 64.0 °F
BP: 30.1 inHg
RH: 35.7%
Barrel/Gun: CT-3027
Gunner: C. Blackburn
Recorder: Mike Murray

Ammunition

Projectile	Lot No.	Powder
(1) 9-mm NATO, 124-grain FMJ (2) 9-mm, 127-grain SXT	Federal Winchester Ranger	Accurate No. 2 Factory load

Applicable Standards or Procedures

- (1) FBI Body Armor Test Protocol
- (2) Customer request

Shot No.	Ammo	Time 1 (µs)	Vel. 1 (ft/s)	Time 2 (µs)	Vel. 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	3526	1418	3055	1418	1418	None	
2	1	3513	1423	3043	1424	1424	None	
3	1	3540	1412	3066	1413	1413	None	
4	2	NR	NR	NR	NR	NR	None	(a)

Remarks:

Calibration of gelatin block: 3.25 inches, Velocity: 587 ft/s

Footnotes:

(a) Contact shot, Impacted at H1 location, Average velocity: 1222 ft/s

Research and Development

Product Specification Form

441023

AX-SERIES BALLISTIC SYSTEM

LEVEL II MALE AXII

Revision: 03/10/2015

NIJ Certification

AXII satisfies the requirements of NIJ-Standard-0101.06 Level II and the Compliance Testing Program.

AXII weight is 0.63 pounds per square foot. Thickness is 0.18 inches.

NIJ Compliance Test Data - Protection Level Specifications

Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	New 9mm V50 (fps/mps)		Conditioned 9mm V50 (fps/mps)		New 9mm BFS (mm/in)		Conditioned 9mm BFS (mm/in)		Certification Date	Berry (Yes/No)
AXII	C1	1794	547	1659	506	31.62	1.24	30.85	1.21	01/10/2014	Y
	C5					30.93	1.22	26.53	1.04		

Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	New 357Mag V50 (fps/mps)		Conditioned 357Mag V50 (fps/mps)		New 357Mag BFS (mm/in)		Conditioned 357Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
AXII	C1	1761	537	1565	477	36.47	1.44	36.00	1.42	01/10/2014	Y
	C5					31.20	1.23	29.85	1.18		

Special Threat Test Summary Results (V50)

Model No.	FBI Compliant	.357 125gr. Sig GDHP (clay)	9mm +P+, 127gr. SXT (clay)	2gr. RCC	4gr. RCC	16gr. RCC	64 gr. RCC
AXII	Yes	1799	1636	2572	2355	2007	1739

Research and Development

Product Specification Form

441023

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall Ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

Special Threat Testing

AXII has been tested in accordance with the FBI Body Armor Test Protocol requirements at an NIJ independent ballistic laboratory. The threats used for this ballistic resistance test were:

- 9-mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9-mm, 127-grain supreme expansion technology (SXT) projectiles
- .40-cal., 165-grain S&W speer gold dot hollow point (GDHP) projectiles
- .45-cal. Auto, 230-grain brass-jacketed hollow point (BJHP) projectiles
- 9-mm, 147-grain jacketed hollow point (JHP) projectiles

Projectiles were fired from a universal receiver which was fitted with the appropriate barrel and mounted on a Chesapeake Testing mount; unless noted as a contact shot in which projectiles were fired from the appropriate hand gun.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

October 8, 2013

Sam White
Executive Vice President
Point Blank Enterprises, Inc.
2102 SW 2nd Street
Pompano Beach, FL 33069

Notice of Compliance with NIJ Standard-0101.06

Body Armor Model Designation: AXIII A

NIJ Compliance Status Expires: October 8, 2018

Dear Mr. White:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at www.justnet.org/CTP.

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea
Law Enforcement Program Manager
US Department of Justice
OJP/NIJ/OST/Operational Technologies Division

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 0101.06 July 2008

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing
 Report Identification Number: 2051-114
 Issue / Revision Number: _____

Penetration and BFS Summary Data

Test ID: PBS09-002065Manufacturer: Point Blank Enterprises, Inc.Report Date: 06/08/13NIJ Armor Type: 3A

Sample 1				Sample 2				Sample 3			
Size: C-1				Size: C-1				Size: C-1			
Shot Number	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)
1	1470	0	29.6		1475	0	27.6		1458	0	30.1
2	1485	0	27.5		1474	0	32.1		1475	0	32.2
3	1478	0	28.7		1482	0	28.8		1483	0	32.6
4	1491	0			1482	0			1483	0	
5	1490	0			1484	0			1470	0	
6	1492	0			1487	0			1485	0	
7											
8											
Summary:				Summary:				Summary:			
Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)			
Maximum BFS: 32.6 mm				Maximum BFS: 32.6 mm				Maximum BFS: 32.6 mm			
Pass - No BFS greater than 44 mm				Pass - No BFS greater than 44 mm				Pass - No BFS greater than 44 mm			

Threat 1 - New Armor
 Test Velocity: 1470 ± 30 ft/s
 Ammunition: .357 SIG 125FMJ

Conditioning: New

Sample 3				Sample 4				Sample 5			
Size: C-5				Size: C-5				Size: C-5			
Shot Number	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	Front Panel BFS (mm)
1	1447	0	27.8		1470	0	25.2		1473	0	30.3
2	1474	0	29.6		1474	0	28.6		1469	0	34.3
3	1470	0	27		1470	0	27.9		1466	0	28.6
4	1472	0			1464	0			1477	0	
5	1474	0			1478	0			1475	0	
6	1475	0			1475	0			1477	0	
7									1475	0	
8											
Summary:				Summary:				Summary:			
Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)			
Maximum BFS: 34.3 mm				Maximum BFS: 34.3 mm				Maximum BFS: 34.3 mm			
Pass - No BFS greater than 44 mm				Pass - No BFS greater than 44 mm				Pass - No BFS greater than 44 mm			

Average: 29.76 mm
 St Dev: 1.8525 mm

Average: 26.31 mm
 St Dev: 2.3716 mm

Average: 26.31 mm
 St Dev: 2.3716 mm

NIJ 0101.06 July 2008

Threat 2 - New Armor	240S/JHP	Conditioning:	New
Test Velocity:	1430 ± 30 ft/s		
Ammunition:	.44 Mag		

Sample		Size: C-1			Sample			Size: C-1								
Shot Number	Front Panel			Back Panel			Front Panel			Back Panel						
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note				
1	1439	0	42.3		1428	0	41.7		1432	0	36.5		1438	0	36.3	
2	1439	0	42.6		1441	0	40		1450	0	40.7		1428	0	36.6	
3	1446	0	39.2		1418	0	39.3		1435	0	40.4		1428	0	34.6	
4	1433	0			1433	0			1440	0			1438	0		
5	1449	0			1430	0			1423	0			1420	0		
6																
8																

Summary:

Performances: 0

Maximum BFS: 42.6 mm

Pass - No BFS greater than 44 mm

BFS Statistics:

Count: 12

Average: 39.18 mm

St. Dev: 2.6177 mm

Sample 7				Size: C-5				Sample 8				Size: C-5			
Shot Number	Front Panel			Back Panel			Front Panel			Back Panel					
	Avg. Vel. (ft/sec)	Perf (Y=N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=N=0)	BFS (mm)	Note			
1	1446	0	31.7		1438	0	32.7		1441	0	35.3				
2	1429	0	34.2		1425	0	32.3		1428	0	33.7				
3	1422	0	34.6		1427	0	32.8		1432	0	35.8				
4	1430	0			1421	0			1428	0					
5	1435	0			1417	0			1412	0					
6	1454	0			1451	0			1431	0					
7															
8															
Summary:				Perforations: 0				BFS Statistics: Count: 12				Average: 33.81 mm St Dev: 1.2368 mm			

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 0101.06 July 2008

Ammunition: .357 SIG 125/FMJ Threat 1 - Conditioned Armor Test Velocity: 1410 $\pm$ 30 ft/s Conditioning: Conditioned

Sample 21				Sample 22				Sample 23				Sample 24			
Size: C-1				Size: C-5				Size: C-5				Size: C-5			
Shot Number	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Avg. Vel. (ft/sec)	Back Panel BFS (mm)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Note
1	1431	31.3	0	1427	31.5	0		1429	32.1	0		1429	32.1	0	
2	1420	30.7	0	1432	34.2	0		1422	29.2	0		1438	27.4	0	
3	1428	27.4	0	1431	28.5	0		1435	28.4	0		1431	29	0	
4	1423		0	1427		0		1421		0		1429		0	
5	1435		0	1408		0		1433		0		1404		0	
6	1424		0	1430		0		1439		0		1432		0	
7															
8															
Summary:				Summary:				Summary:				Summary:			
Perforations: 0				Perforations: 0				Perforations: 0				Perforations: 0			
Maximum BFS: 34.2 mm (no requirement)				Maximum BFS: 34.2 mm (no requirement)				Maximum BFS: 34.2 mm (no requirement)				Maximum BFS: 32.1 mm (no requirement)			

Ammunition: .44 Mag 240/SJHP Threat 2 - Conditioned Armor Test Velocity: 1340 $\pm$ 30 ft/s Conditioning: Conditioned

Sample 23				Sample 24				Sample 25				Sample 26			
Size: C-1				Size: C-1				Size: C-5				Size: C-5			
Shot Number	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Avg. Vel. (ft/sec)	Back Panel BFS (mm)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Note	Avg. Vel. (ft/sec)	Front Panel BFS (mm)	Perf (Y=1/N=0)	Note
1	1359	43	0	1349	41.2	0		1345	36.2	0		1347	34.7	0	
2	1346	41.2	0	1359	35.8	0		1357	36.3	0		1353	32.5	0	
3	1338	39.5	0	1339	41	0		1345	44.1	0		1337	32.7	0	
4	1347		0	1344		0		1349		0		1364		0	
5	1333		0	1342		0		1346		0		1343		0	
6								1338		0		1342		0	
7															
8															
Summary:				Summary:				Summary:				Summary:			
Perforations: 0				Perforations: 0				Perforations: 0				Perforations: 0			
Maximum BFS: 43 mm (no requirement)				Maximum BFS: 43 mm (no requirement)				Maximum BFS: 44.1 mm (no requirement)				Maximum BFS: 44.1 mm (no requirement)			

Overall P-BFS Summary															
Perforations: This requirement is for all P-BFS tested samples - New and Conditioned															
0 This armor model meets the performance requirements of NIJ Standard-0101.06 Section 7.8.8.															
Backface Signature: This requirement is for New armors only															
Maximum BFS: 42.6 mm															
This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.															

Compliance Test Report revision NIJ0101 2-20 (2012-12-10) / MS Excel version 14.0 / Operating System version Windows (32-bit) NT 6.01

NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NU 0101 06 July 2008

Ammunition: 337 S&G 125FMM										Threat: 1 - New Armor										Conditioning: New										
Test Velocity: 1470										Test Velocity: 1470										Test Velocity: 1470										
Shot Number	Sample 11			Sample 12			Sample 13			Sample 14			Sample 15			Sample 16			Sample 17			Sample 18			Sample 19			Sample 20		
	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf	Front	Back	Perf
1	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0	1457	1457	0
2	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0	1502	1502	0
3	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0	1557	1557	0
4	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0	1613	1613	0
5	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0	1672	1672	0
6	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1	1737	1737	1
7	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0	1802	1802	0
8	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0	1867	1867	0
9	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0	1932	1932	0
10	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0	1997	1997	0
11	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0	2062	2062	0
12	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0	2127	2127	0
13	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0	2192	2192	0
14	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0	2257	2257	0
15	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0	2322	2322	0

Key to Remarks:
a - Test Data is OK
b - Test Data is OK
c - Expecting data

Test Data and Regression Model

Perforations below 1500 ft/s

Acceptable

Acceptable

Acceptable

Logistic

Estimated V095:
(1720) ft/s

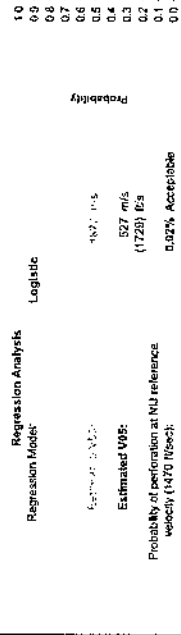
Probability of perforation at NJ reference velocity (1470 ft/s):
0.02% Acceptable

Velocity (ft/s)

Probability

Test Data
- V095
- V095 + 30
- Est V095

Summary: Total Usable Shots: 120 Acceptable
 Penetrations (Complete Penetrations): 49 Acceptable
 Slops (Partial Penetrations): 75 Acceptable



[illegible]

Sample		Sample		Sample		Sample		Sample	
Front		Panel		Back		Panel		Panel	
Shot Number	Avn. Vel. (ft/sec)	(ft/sec)	Perf	Remarks	Avn. Vel. (ft/sec)	(ft/sec)	Perf	Remarks	Perf
1	1357	0	0		1368	0	0		0
2	1456	0	0		1454	0	0		0
3	1542	0	0		1524	0	0		0
4	1629	0	0		1613	0	0		0
5	1645	0	0		1671	0	1		1
6	1748	1	1		1829	1	1		1
7	1713	0	0		1550	0	0		0
8	1759	0	0		1831	0	0		0
9	1780	0	0		1673	0	0		0
10	1830	0	0		1713	0	0		0
11	1800	1	1		1923	1	1		1
12	1862	1	1		1749	1	1		1
13									
14									
15									
16									

Summary:

Total Usable Shots	24	Acceptable
Perforations (CPI)	7	
Stops (PPY)	17	
Perforations below 1370 fts.	0	Acceptable

Any Summary
Concise

This replacement is for New Arrivals only



Research and Development
Product Specification Form
AX-SERIES BALLISTIC SYSTEM
LEVEL IIIA MALE AXIIIA

Revision: 07/14/2017

441023

NIJ Certification

AXIIIA satisfies the requirements of NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program.

AXIIIA weight is 0.87 pounds per square foot. Thickness is 0.20 inches.

NIJ Compliance Test Data - Protection Level Specifications

Threat 1 - Low Caliber

Model No.	Cert Size (C1-C5)	New 357 Sig V ₅₀ (fps/mps)		Conditioned 357 Sig V ₅₀ (fps/mps)		New 357 Sig BFS (mm/in)		Conditioned 357 Sig BFS (mm/in)		Certification Date	Berry (Yes/No)
AXIIIA	C1	1870	570	1855	566	29.76	1.17	30.60	1.20	10/08/2013	Y
	C5					28.31	1.11	29.42	1.16		

Threat 2 - High Caliber

Model No.	Cert Size (C1-C5)	New 44mag V ₅₀ (fps/mps)		Conditioned 44mag V ₅₀ (fps/mps)		New 44mag BFS (mm/in)		Conditioned 44mag BFS (mm/in)		Certification Date	Berry (Yes/No)
AXIIIA	C1	1745	532	1770	540	39.18	1.54	40.30	1.59	10/08/2013	Y
	C5					33.81	1.33	36.08	1.42		

**Special Threat Test
Summary Results (V50)**

Model No.	FBI Compliant	DEA Compliant	2gr. RCC	4gr. RCC	16gr. RCC	17 gr. FSP	64 gr. RCC	Clay/Air
AXIIIA	Yes	Yes	2880	2601	2099	N/A	1772	Clay
			3074	2721	2306	2114	1876	Air



Research and Development
Product Specification Form
AX-SERIES BALLISTIC SYSTEM
LEVEL IIIA MALE AXIIIA

Revision: 07/14/2017

441023

Special Threat Test (Continued)

Model	V ₅₀ 2 gr RCC (ft/s)	V ₅₀ 4 gr RCC (ft/s)	V ₅₀ 16 gr RCC (ft/s)	V ₅₀ 64 gr RCC (ft/s)
AXIIIA	2753	2435	2002	1780

Model	Conditioned V ₅₀ .357 SIG 125 gr TMJ (ft/s)	Conditioned V ₀ .357 SIG 125 gr FMJ FN (mm)	Conditioned V ₅₀ .44 Magnum 240 gr JHP (ft/s)	Conditioned V ₀ .44 Magnum 240 gr JHP (mm)
AXIIIA	1667	29.7	1578	37.8

Model	New V ₀ .357 SIG 125 gr GDHP (mm)	Conditioned V ₀ .357 SIG 125 gr GDHP (mm)	New V ₀ .40 S&W 180 gr JHP (mm)	Conditioned V ₀ .40 S&W 180 gr JHP (mm)	New V ₀ 9mm 124 gr GDHP (mm)	Conditioned V ₀ 9mm 124 gr GDHP (mm)
AXIIIA	28.6	28.4	27.7	29.4	24.5	24.1

Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Woven Aramid and UD Polyethylene fabrics. No other ballistic material shall be used.

Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 210D double wall ripstop with TPU coating.

Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.



Research and Development
Product Specification Form
AX-SERIES BALLISTIC SYSTEM
LEVEL IIIA MALE AXIIIA

Revision: 07/14/2017

441023

Special Threat Testing

The AXIIIA has been tested in accordance with the FBI Test Protocol Version 4.1., dated 22 May 2014. Shots against the armor samples were performed at 0.0° obliquity and ambient range temperature (67 ± 1 °F). Each sample was conditioned to a specific parameter prior to testing. For each shot, the target was strapped to a gelatin block. The ballistic resistance test was performed at an NIJ independent laboratory using the following threats:

- 9mm NATO, 124-grain full metal jacketed (FMJ) projectiles
- 9mm-127-grain supreme expansion technology (SXT) projectiles
- 9mm-147-grain gold dot hollow point (GDHP) projectiles
- .40-cal., 180-grain S&W Speer gold dot hollow point (GDHP) projectiles
- .45 Auto, 230-grain brass jacketed hollow point (BJHP) projectiles

The AXIIIA has also been tested in compliance with the DEA Armor Testing Protocol and DHS Test Protocol requirements.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.



Dana Safety Supply, Inc.

Corporate office: 5221 W. Market St. Greensboro, NC 27709

Georgia office: 4729 Nelson Brogdon Blvd. Sugar Hill, GA 30518

The point of contact for the bid and the person authorized to execute the bid is:

Mark Sevigny - Bid Manager

3810 W. Osborne Ave.

Tampa, FL 33614

813-348-4866

msevigny@danasafetysupply.com

Dana Safety Supply is pleased to submit our proposal for Concealable Body Armor for Public Safety Department and to tell you about our company.

Dana Safety Supply is recognized as an industry leader in providing law enforcement equipment and emergency vehicle equipment. Dana Safety Supply is a leading provider of body armor in North Carolina, South Carolina, Georgia and Florida. We are currently supply the City with the Point Blank product we are bidding and have been supplying this for several years.

We have two sales offices in Georgia and have several sales representatives meeting with customers every day.

We work very close with our agencies and manufacturers to ensure that the agency is getting that armor that best fits their needs.

The sales representative who currently takes care of the City is Mike White and this will continue as we move forward.

Mike's contact information is:

4729 Nelson Brogdon Blvd., Sugar Hill, GA 30518

770-362-8068 - cell phone

770-381-8633 – office

mwhite@danasafetysupply.com

References:

Cobb County Sheriff's Office

Keith Freeman

770-499-4643

Keith.freeman@cobbcounty.org

We have been providing Cobb County with concealable body armor and replacement carriers since 2012.

City of Alpharetta Department of Public Safety

Anthony Coleman

678-297-6298 – office

acoleman@alpharetta.ga.us

We have been providing the agency with body armor for many years now. We have been providing the current concealable body armor for the DPS since 2015. We are bidding the same product the agency is currently wearing.

Clarkston Police Department

Lieutenant Harry Hess

404-292-9465 – office

470-244-5283 – cell

hhess@cityofclarkston.com

We have been providing the police department with its current concealable body armor since the spring of 2017.

The current method of providing service for the Alpharetta Dept. of Public Safety has the quartermaster contacting Mr. White and the officer who needs to be measured for armor. Mr. White and the officer schedule a time for him to come and measure the officer. The order is entered into our system and we send the order to manufacturer with the sizing requirements and any other notes that may apply. This will continue as we move forward.

If any issues arise after the vest has been delivered Mr. White will meet with the officer to address any issues the officer has with their vest.

All matters related to body armor are taken very seriously since they directly impact officer safety.



The salesman who will be handling this account and who is currently handling your body armor purchases is:

Mike White

Mr. White has been selling body armor for 6 six years.

He has been factory trained for body armor measuring to ensure correct sizing for protection and comfort.

Mr. White has been selling products in the public safety market since 2007.



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Public Safety

Submitted By:

Meeting Date: March 26, 2018

I. AGENDA ITEM TITLE: TRUCK ROUTE ORDINANCE AMENDMENT (FIRST READING)

II. RECOMMENDATION:

Please approve the revised Truck Route Ordinance.

III. REPORT IN BRIEF:

The current Truck Route Ordinance was adopted in 1974 and is in need of updating. The revised Ordinance is recommended in order to better assist Public Safety with enforcement of the recently approved truck route map.

IV. ALTERNATIVES:

V. ATTACHMENTS:

AMENDING CHAPTER 18 OF CODE (TRUCK ORDINANCE) (2)

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA TO AMEND CHAPTER 18 (TRAFFIC) OF THE CODE OF THE CITY OF
ALPHARETTA, GEORGIA TO DELETE, MODIFY AND ADD PROVISIONS
PERTAINING TO THE REGULATION OF TRUCK ROUTES; TO PROVIDE FOR AN
EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES AND RESOLUTIONS;
AND FOR OTHER PURPOSES**

WHEREAS, Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia currently identifies roads within the City upon which the operations of trucks (as hereinafter defined) are permitted (hereinafter referred to as "Truck Routes"); and

WHEREAS, the Mayor and Council of the City of Alpharetta ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta, as well as the protection of public roadways; and

WHEREAS, the City Council has determined that it is appropriate at this time to modify Truck Routes within the City to comport with current conditions; and

WHEREAS, the City Council desires to amend Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia in order to delete, modify and add certain provisions regulating Truck Routes; and

WHEREAS, the City Council finds that the following amendment to the Truck Ordinance promotes the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

NOW, THEREFORE, the Mayor and Council of the City of Alpharetta do hereby ordain as follows:

Section 1. Chapter 18, Article I, Sec. 18-4, 18-5, and 18-6 are hereby deleted in their entirety and the following is substituted in lieu thereof:

"Sec. 18-4. Truck routes - Definitions.

Truck: A motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers.

Truck Route: Any street or portion thereof, within the City, over which trucks are not prohibited to operate by the provisions of Section 18-5.

Sec. 18-5. Same - Designated.

a) Except as specifically set out herein, trucks are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street - South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

b) Exceptions to the above schedule are as follows:

- 1) When the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.

Sec. 18-6. Same - Enforcement.

a) The City Clerk shall keep and maintain an accurate map setting out truck routes and streets upon which truck traffic is permitted; the maps shall be kept on file in the office of the City Clerk and shall be available to the public.

b) The Public Works Director shall cause those streets upon which truck traffic is prohibited to be clearly sign-posted to give notice that section 18-5 is in effect."

Section 2. It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the Code of the City of Alpharetta, Georgia and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 3. Severability. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4. This Ordinance shall become effective immediately upon adoption, and shall be incorporated into the Code of the City of Alpharetta, Georgia. Any and all ordinances, resolutions or parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SO ORDAINED this _____ day of _____, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
Donald Mitchell, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF
ORDINANCE TO AMEND CHAPTER 18, ARTICLE I. - TRUCK ORDINANCE]

COUNCIL MEMBERS

Jason Binder

Ben Burnett

Dan Merkel

(SEAL)

Attest:

City Clerk

First Reading_____

Second Reading_____



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

To: Mayor and Council
From: Bob Regus
Date: March 20, 2018
Subject: City Center

When the infrastructure for City Center was installed, the City purposefully omitted some of the portions of sidewalks and some street lights since we knew the construction process would tear up the original work.

In our contract with MMS the City is obligated to spend up to \$350,000 for sidewalk construction. We have appropriated this money. The contract does state the City is obligated to cover the purchase and installation of the missing street lights, yet an appropriation was not specified.

Before you tonight is a proposal through JE Dunn to provide and install thirteen new City of Alpharetta light poles, including all applicable wiring, bases and fixtures at a cost of \$82,550. This figure has been confirmed to be reasonable for the work to be completed. I recommend approval to fulfill our contractual obligation. The source of this funding is Unallocated Capital.

Also as City Center infrastructure was being installed we asked the contractor to add power to the tree wells. The number they gave was way too much so we went on without adding power to the tree wells. We have however reached out to MMS and they have provided a very reasonable \$275 per tree well. They estimate fifty seven tree wells for a total of \$15,675. Again staff feels this is very reasonable and recommends approval. The source of this funding is Unallocated Capital.

Thanks for your consideration.

A handwritten signature in cursive script that reads "Bob Regus".

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
DAN MERKEL

CITY ADMINISTRATOR
ROBERT J. REGUS



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Meeting Date: March 26, 2018

I. AGENDA ITEM TITLE: BOARD / COMMISSION APPOINTMENTS: CODES ENFORCEMENT BOARD

II. RECOMMENDATION:

Reappoint Phil Kingry, Jim Cregge, and Mark Wingate to each serve 3-year terms on the Codes Enforcement Board.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE IS NO FISCAL IMPACT
ASSOCIATED WITH THE REQUESTED ACTION.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

Consideration of the reappointment of the following members to 3-year terms on the Codes Enforcement Board:

Phil	Kingry	First	Appointed	September	2009
Jim	Cregge	First	Appointed	January	2015
Mark	Wingate	First	Appointed	April	2015

All of these members have served the City well during their time on the Codes Enforcement Board, and their reappointment is requested by Staff.

V. ALTERNATIVES:

VI. ATTACHMENTS:

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA REGARDING THE FULTON COUNTY TRANSIT MASTER
PLAN (THE "PLAN") AND PROPOSED TRANSIT LEGISLATION PENDING IN
THE GENERAL ASSEMBLY; TO PROVIDE FOR
AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Alpharetta (the "Mayor and Council") acknowledge that public transit has a role to play in the overall transportation strategy of the Metro-Atlanta and North Fulton region and believe that reducing traffic congestion in the Georgia 400 corridor as well as east-west connectivity should be a top priority of the City of Alpharetta, Fulton County, and state leaders;

WHEREAS, the Mayor and Council support a county-wide exploration of the options available to reduce traffic congestion in the Metro-Atlanta and North Fulton region and applaud all efforts by other local governments to try to tackle the traffic congestion problem; and

WHEREAS, the Mayor and Council agree with the findings of the Plan to pursue a Bus Rapid Transit and Arterial Rapid Transit expansion rather than the costlier Heavy Rail Expansion; and

WHEREAS, Fulton County has a one-penny sales tax currently in place to fund MARTA, which is amongst the highest in the nation for transit; and

WHEREAS, only Fulton and DeKalb, and recently Clayton, Counties have been funding this tax; and

WHEREAS, there are ten counties within the regional planning area of the Atlanta Regional Commission that need to work together for traffic solutions and funding; and

WHEREAS, the Mayor and Council are in favor of capping the sales tax allocated to any transit authority at one penny as part of any new legislation or voter referendum presented in the future; and

WHEREAS, it has only been a year since the voters of Alpharetta and Fulton County were asked to approve, and did approve, a 0.75-cent sales tax for transportation purposes on November 8, 2016 for TSPLIST projects; and

WHEREAS, the Mayor and Council believe that the voters of Alpharetta and Fulton County should not be asked to decide on an additional tax increase on all their purchases for the next 30+ years to fund transit without the opportunity to first assess

the results of the projects funded by the TSPLOST approved on November 8, 2016; and

WHEREAS, the Mayor and Council believe that the entire penny of TSPLOST should remain at the timeline of five years and for the designated projects decided by the municipalities, and should not be reallocated or absorbed into a multi-decade commitment for transit expansion; and

WHEREAS, the Mayor and Council are in favor of the currently unallocated one-fourth penny being made available for consideration by the voters to fund last-mile connectivity and bus stop programs that have been identified as the responsibility of the municipalities as short term initiatives by the Plan; and

WHEREAS, the Mayor and Council believe it to be in the best interest of the citizens for Fulton County and State Legislative leaders to explore other funding options, rather than increasing the sales tax above one penny, and to explore funding within the current MARTA tax for Bus Rapid Transit ("BRT") and Arterial Rapid Transit ("ART").

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council are in favor of BRT and ART as the preferred mode of a potential transit expansion;

BE IT FURTHER RESOLVED, that the Mayor and Council recommend a cap of one-penny sales tax towards MARTA or any future Public Transit Authority and do not support any legislation to increase the current tax;

BE IT FURTHER RESOLVED, that the Mayor and Council encourage State and County leaders to work towards a diversified revenue source and service scope among the 10 counties in the Atlanta Metropolitan Area to improve transit for the area.

BE IT FURTHER RESOLVED, that the Mayor and Council support a feasibility study for faster, direct connections to Midtown and Hartsfield Jackson International Airport from the City's North Point area.

SO RESOLVED, this _____ day of _____, 2018, by
the Council of the City of Alpharetta, Georgia.

CITY OF ALPHARETTA, GEORGIA

Donald Mitchell, Mayor

COUNCIL MEMBERS

Ben Burnett

Jason Binder

Dan Merkel

Attest:

Coty Thigpen, City Clerk