City Council Meeting & Public Hearing
SEPTEMBER 23, 2019

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Alcoholic Beverage License Application

PH-19-AB-21 Omni Ventures, LLC.
d/b/a Godavari
865 N. Main Street #108
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine, Sunday Sales

Owner: Omni Ventures, LLC.
Registered Agent: Prathivind Bejgum

B. Council Meeting Minutes (Meeting of 9/16/2019)

V. PUBLIC HEARING

A. CU-19-04 DUI Lady/Colony Park
Consideration of a conditional use permit to allow a 'School, Commercial' for the DUI Lady. The property is located at 308 Maxwell Road, Suite 500 and is legally described as being located in Land Lot 693, 1st District, 2nd Section, Fulton County, Georgia.

B. PH-19-08 Gardner House/133 Cumming Street
NOTE: This item has been deferred by the Applicant and will be neither heard nor discussed during this meeting. The item has been rescheduled to October 28, 2019.
Consideration of a request to allow a structure on the City's Contributing Historic Buildings List to be demolished. The property is located at 133 Cumming Street and is legally described as being located in Land Lot 1253, 2nd District, 2nd Section, Fulton County, Georgia.

C. PH-19-07 Unified Development Code Text Amendments – Smoke Shop and Tobacco Store (1st Reading)
Sponsor: Council Member Burnett
Consideration of text amendments to the Unified Development Code related to 'Smoke Shop and Tobacco Store' regulations.

VI. OLD BUSINESS

A. PH-19-21 Unified Development Code Text Amendments - Wireless Telecommunications Facilities (2nd Reading)
Consideration of text amendments to Unified Development Code to amend Section 2.8 Wireless Telecommunications Facilities.

B. **PH-19-22 Unified Development Code Text Amendments – Bed & Breakfast Definition (2nd Reading)**
Sponsor: Staff
Consideration of text amendments to the Unified Development Code related to the definition of 'Bed & Breakfast'.

VII. NEW BUSINESS

A. **Website Planning and Project Management Services (RFP 19-117)**

B. **Wills Park Inclusive and Adaptive Playground Enhancements**

C. **RFP 20-105 Public Safety Vehicle Up-fitting**

D. **RAPSTC Mold Remediation and HVAC Replacement**

E. **Lobbyist Contract with Peachtree Government Relations**

VIII. WORKSHOP

A. **Homestead Exemption (Council Member Burnett)**

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT TO EXECUTIVE SESSION

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATION

PH-19-AB-21 OMNI VENTURES, LLC.
D/B/A GODAVARI
865 N. MAIN STREET #108
ALPHARETTA, GA 30009

RESTAURANT
CONSUMPTION ON PREMISES
BEER, WINE, SUNDAY SALES

OWNER: OMNI VENTURES, LLC.
REGISTERED AGENT: PRATHIVIND BEJGUM

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: City Clerk
Submitted By: Erin Cobb
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 9/16/2019)

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting draft minutes 9-16-2019 (002)

City Council Meeting
September 16, 2019
Office of the City Clerk

CITY HALL 2 PARK PLAZA

6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

- *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes
  - Dan Merkel
  - Karen Richard
- Staff
  - Bob Regus, City Administrator
  - Sam Thomas, City Attorney
  - James Drinkard, Asst. City Administrator
  - Peter Sewczwicz, Director of Public Works
  - John Robison, Director of Public Safety
  - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
  - Kathi Cook, Director of Community Development
  - Tom Harris, Director of Finance
  - Michael Woodman, Senior Planner
  - Kurt Kirby, Projects Manager
  - Eric Graves, Senior Transportation Engineer/Planner
  - Elicia Taylor, Panning & Zoning Coordinator
  - Bret Schroeder, Code Enforcement Manager

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS & PRESENTATIONS

A. City of Alpharetta Flag Presentation

B. Constitution Week Proclamation

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 9/09/2019)

- ❖ Council Member Binder offered a motion to approve the consent agenda
  - The motion received a second from Council Member Burnett
  - The motion was approved unanimously (7-0)

VI. PUBLIC HEARING

A. PH-19-21 Unified Development Code Text Amendments - Wireless Telecommunications Facilities (1st Reading)

- City Attorney, Sam Thomas, presented this item.
- Staff recommends Mayor and Council approve amendments to the Unified Development Code as it relates to Wireless Telecommunications Facilities.
- Staff proposes amendments to Subsection 2.8.10 of the Unified Development Code in order to come into compliance with Senate Bill 66 with respect to small cell facilities in the public right-of-way. The new Section 2.8.10 is similar to the Model Small Cell Ordinance recommended by Georgia Municipal Association (GMA).
- City Attorney, Sam Thomas, read the ordinance aloud.

Public Comment

- No Public Comment

- ❖ Council Member Burnett offered a motion to approve PH-19-21 Unified Development Code Text Amendments to Subsection 2.8.10 of the Unified Development Code as it relates to Wireless Telecommunications Facilities
  - The motion received a second from Mayor Pro Tem Mitchell
  - Mayor Gilvin offered a friendly amendment to Exhibit A of the Ordinance, adding a definition of a GMA pole as any pole installed in Alpharetta rights-of-way, as dictated by this legislation supported by Georgia Municipal Association (GMA) lobbyist, in cooperation with large telecom company lobbyist

- Council Member Burnett and Mayor Pro Tem Mitchell accepted the friendly amendment

- The motion was approved unanimously (7-0)

B. PH-19-22 Unified Development Code Text Amendments – Bed & Breakfast Definition (1st Reading)
Sponsor: Staff

- Senior Planner, Michael Woodman, came forward to present this item.

- Staff recommends Mayor and Council approve amendments to the Unified Development Code as it relates to the definition of 'Bed and Breakfast'.

- Consideration of text amendments to Unified Development Code (UDC) Subsection 1.4 Definitions. Text amendments are proposed to the definition of 'Bed and Breakfast'. The current definition limits the use to no more than 15 guests. However, it is more appropriate and easier to regulate the number of guest rooms. In addition, the City's parking regulations are based on the number of guest rooms, not the number of guests.

- Staff is also recommending the following changes:

  - Bed and Breakfast. A building in which lodging, and meals are provided for no more than ~~15~~ seven (7) guest rooms and one (1) owner's suite and meals are served in a common dining room. Lodging facilities and services are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Bed & Breakfast does not include retail uses, public bar, conference center or special event facilities. Guest rooms within the building shall contain no equipment for food preparation other than a coffee maker, mini-fridge and/or microwave. There shall be no self-service laundry facilities (for guests use) within the building. Access to each guest room shall be through the interior building.

- City Attorney, Sam Thomas, read the ordinance aloud.

Public Comment

- No Public Comment

❖ Council Member Richard offered a motion to approve PH-19-22 Unified Development Code Text Amendments – Bed & Breakfast Definition to the Unified Development Code as it relates to the definition of 'Bed and Breakfast'

- The motion received a second from Council Member Burnett

- The motion was approved unanimously (7-0)

VII. NEW BUSINESS

A. FY 2020 Public Safety Fleet Replacement

- Director of Public Safety, John Robison, came forward to present this item.

- Staff recommends Mayor and Council Staff recommends approval for the Department of Public Safety to purchase fifteen (15) vehicles and one (1) motorcycle at a total cost of $574,010:

    - Five (5) Ford F-150 pickup trucks from Alan Vigil Ford, available on state contract (99999-SPD-ES40199373-002). The total costs of these five vehicles is $180,250.

    - Nine (9) Ford Police Interceptor Utilities (Explorers) from Wade Ford, available on state contract (ES-RFR-40199-409). The total costs of these nine (9) vehicles is $329,497.

    - One (1) Chevrolet Tahoe from Hardy Chevrolet, available on state contract (SWC 40199-409). The total cost of this vehicle is $37,867.

    - One (1) Harley Davidson motorcycle from Killer Creek Harley Davidson at a cost of $26,396.00 (3 competitive quotes).

    - Approval to expend to $130,000 for estimated costs associated with purchasing and installing necessary emergency equipment for the vehicles.

- As approved in the FY 20 budget, the Department of Public Safety seeks approval to purchase (15) vehicles and one (1) motorcycle at a total cost of $574,010. Fourteen of these vehicles and the motorcycle will be replacements for older units that have reached end of service thresholds and will be auctioned. One new vehicle is being purchased to provide a vehicle for the new assistant fire marshal authorized in the budget. As a general guide for replacement, the Department uses 110,000 miles for front line Patrol vehicles and years of service and higher mileage for Administrative vehicles. See attached list of vehicles to be replaced and auctioned. The requested vehicles include:

- Nine (9) Ford Police Interceptor Utilities (Explorers) from Wade Ford, available on state contract (ES-RFR-40199-409). This is a continuation of the transition from Chevrolet Impalas (which are no long being manufactured) to Ford SUVs started 4 years ago. The department utilizes these vehicles for front-line patrol functions as well as detectives and administrative police and fire needs. SUVs in the Administrative fleet will be used to quickly replace Patrol fleet vehicles that may be damaged throughout the Fiscal Year due to accidents. This reduces turnaround time for replacements and ensures front line Officers have quality vehicles. The total costs of these nine (9) vehicles is $329,497.

- Five (5) Ford F-150 pickup trucks (4-wheel drive) from Alan Vigil Ford, available on state contract (99999-SPD-ES40199373-002). Two of these purchases will be replacing two (2) trucks (two-wheel drive) currently utilized by the Criminal Investigations Division. The other two purchases will replace sedans due to the changing needs of personnel (Admin police training to tow trailer; fleet manager to haul tires, etc.). The remaining pickup will be a new fleet vehicle added to provide a vehicle to the new assistant fire marshal position (specifically, the new truck will go to Fire Admin training allowing current SUV to go to new position). It

is the Department's preference and current plan that all vehicles be all-wheel or 4-wheel drive for the emergency response capabilities and safety factors. The total costs of these five vehicles is $180,250.

- One (1) Chevrolet Tahoe from Hardy Chevrolet, available on state contract (SWC 40199-409). This vehicle will be used by our K9 unit to replace a 2013 Tahoe with 112,091 miles which will be auctioned. The Tahoe is used for K9 vehicle because it has more cargo room and an air conditioning system that supplies the needs of both the operator and the K9. The total cost of this vehicle is $37,867.

- One (1) Harley Davidson motorcycle to replace a 2009 BMW motorcycle (15,833 miles). For motorcycles, the Department uses of years in service - usually between 6-8 years- to determine replacement threshold (as do a number of other metro-area agencies). Competitive quotes were obtained for this purchase with the results as follows:

    - Killer Creek Harley Davidson ($26,396.00)

    - Falcons Fury Harley Davidson ($26,468.49)

    - Harley Davidson of Atlanta ($26,655.47)

- The Department recommends awarding the purchase to Killer Creek which is the lowest bidder and they are a local business located within 1-mile of City limits. The total cost of this motorcycle, including emergency equipment installed by the dealer, is $26,396.

- Approval is also requested to expend up to $127,213 for estimated costs associated with purchasing and installing necessary emergency equipment for the vehicles (e.g. lightbars, computer stands, radios, weapon racks, prisoner transport systems, graphics, etc.). As a practice, the Department reuses emergency equipment from older vehicles and installs it into the newer vehicles whenever possible. However, the transition of some equipment from the Impala to the Explorer may not be possible requiring a higher initial year cost as we replace the Impalas. This also includes the costs associated with prepping vehicles for auction (removing law enforcement equipment and markings). The up-fitting vendor(s) is currently the subject of a Request for Proposal 20-105. Included in this up-fitting request are the costs estimated for a new Fire Battalion Chief vehicle that will be brought before council at a later date as the costs for the vehicle build are not finalized at this time.

- Funding for this initiative is requested from existing appropriations within the Department's Capital Fleet Replacement and New Fleet accounts.

Public Comment

- No Public Comment

- ❖ Council Member Hipes offered a motion to approve FY 2020 Public Safety Fleet Replacement for the Department of Public Safety to purchase fifteen (15) vehicles and one (1) motorcycle at a total cost, not to exceed $574,010, and to expend $130,000 for estimated costs associated with purchasing and installing necessary emergency equipment for the vehicles

  - The motion received a second from Council Member Merkel

  - The motion was approved unanimously (7-0)

B. Approval of a Change Order to Pond & Company

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.

- Staff recommends Mayor and Council Staff approve of Change Order #2 in an amount not to exceed $17,060.00 for City of Alpharetta Contract #17-1022A with Pond & Company for construction management and administrative services during construction of improvement to Windward Park.

- The Department of Recreation, Parks, and Cultural Services is requesting a change order in the amount of $17,060 to an existing contract with Pond & Company. This change order will support the provision of certain project management services by Pond & Company for construction of improvements to the City's Windward Park.

- On October 7, 2016 Pond & Company was awarded a contract to provide on-call park planning services (Contract #17-1002) at a total value of $80,720.00. Change Order #1 in the amount of $730.00 was subsequently approved, bringing the total value of the contract to $81,450.00. Approval of this request, Change Order #2, would increase the total value to $98,510.00.

- If approved, under the requested change order Pond & Company will provide the following services during construction of Windward Park:

  - Attend one pre-bid meeting and/or answer contractor RFIs during the bid phase.

  - Attend one pre-construction coordination meeting with the General Contractor and Client prior to any construction activities. This meeting will review the plans and GC project schedule, as well as review any requirements of the plans and specifications for submittals and inspections (GC responsible for scheduling city inspections).

  - Pond will perform the 7-day inspection of erosion and sediment control measures upon notice by GC that they are installed and ready for review. GC is responsible for maintaining the site in conformance with all City and State requirements.

  - Review shop drawings/submittals submitted by the contractor to ensure compliance with design requirements.

- Answering contractor Requests for Information (RFIs). As construction progresses, the GC my encounter field conditions that were unknown or unanticipated; GC may provide alternative methods of construction or find the need to seek substitutions. Any number of issues can arise, and Pond will be available to review and respond to contractor RFIs and advise the Client on decisions related to RFIs.

- Project site visits to observe construction progress. Pond will perform visits to observe and report on progress and to meet with the contractor(s) (and client if in attendance) for a status update on progress. Site visits will be pre-scheduled with at least 48 hrs. noticed as request by the city and contractor(s).

- Final review – upon notification from the city and contractor(s) that substantial completion has been attained on specifics parts or the project as a whole, and the contractor has provided a list of any outstanding items remaining to be completed, Pond will make a site visit to verify substantial completion, review the list of items to be completed, and develop our own list of any final "punch list" items that need to be resolved prior to recommending client acceptance of the completed work.

Public Comment:

- No Public Comment

❖ Council Member Binder offered a motion to approve the Change Order #2, in an amount not to exceed $17,060.00, for City of Alpharetta Contract #17-1022A with Pond & Company for construction management and administrative services during construction of improvement to Windward Park

- The motion received a second from Council Member Richard

- The motion was approved unanimously (7-0)

VIII. WORKSHOP

A. North Point LCI Placemaking Plan

- Director of Community Development, Kathi Cook, came forward to introduce the workshop item.

- Principal at MKSK, Darren Meyer, came forward to present this item. This item is presented for discussion purposes only. No formal action is requested.

- The City's consultants presented an overview of the North Point Creative Placemaking Plan and requested feedback and comments from City Council in preparation for the item coming forward at a later date for consideration of adoption.

B. GDOT Presentation on Proposed Main Street (SR 9) Improvements

- Director of Community Development, Kathi Cook, came forward to introduce this workshop item.
- Georgia Department of Transportation's State Program Delivery Administrator, Kimberly Nesbitt, came forward to present this item. This item is presented for discussion purposes only. No formal action is requested.
- GDOT's State Program Delivery Administrator, Kimberly Nesbitt, provided an overview and status update on the SR 9 improvement project (PI 721790 & 721780).
- GDOT representative agreed to copy Mayor and Council on construction notification letters that are sent to the property owners during this project, additionally providing the City Staff with the current plans for this project.

C. North Point Tax Allocation District

- *Mayor Gilvin amended the agenda by moving this item up.*
- Director of Finance, Tom Harris, came forward to introduce the workshop item.
- This item is presented for discussion purposes only. No formal action is requested.
- President at Bleakly Advisory Group, Geoff Koski, came forward present an update on the redevelopment plan.
- Based on direction from City Council, staff retained Bleakly Advisory Group to assist the City in evaluating opportunities that could result from creating a Tax Allocation District (TAD) for the North Point Mall / LCI Area. Preliminary findings were presented to the City Council on April 8, 2019.
- Bleakly Advisory Group has since begun drafting a redevelopment plan outlining the justification, rationale, boundaries, fiscal data and proposed projects that could result from the establishment of this Tax Allocation District.

D. Unified Development Code Text Amendments – Signs
Sponsor: Mayor Pro Tem Mitchell

- Director of Community Development, Kathi Cook, and Code Enforcement Manager, Bret Schroeder, came forward to present this workshop item.
- This item is being presented for discussion purposes only. No formal action is requested.
- Staff introduced a discussion of certain text amendments to the Unified Development Code related to Sign regulations. The purpose of this discussion is to elicit initial feedback from City Council; especially as it relates to suggested refinements or modifications, prior to the item proceeding through the public hearing process.

- Mayor Gilvin recommended that Council continue conversation with Staff in order to map out the details to the amendments prior to bringing it forward for approval.

Public Comment:

- Don Nahser, 305 Karen Drive, Alpharetta, came forward to address his concerns regarding business signs that do not include their street address.

E. Preemptive Signals and Connected Vehicles

- *Council Member Binder had to leave the meeting @ 9:20 PM.*

- Director of Public Works, Pete Sewczwicz, came forward to present this workshop item.

- On July 8, 2019, City Council awarded RFP 19-113 to Temple Inc. for the installation of a traffic preemption system and associated equipment at 100 signalized intersections with a 5-year connectivity and support contract. A component of the software includes connected vehicle capabilities. These capabilities are available when an individual downloads the app TravelSafely from Glance.

- A few of the capabilities within the app are: driver notification when a signal will change, inform the driver where an emergency vehicle is coming from, inform drivers when pedestrians are at an intersection, school zone warnings, and several more. The City may establish policy to have the capabilities turned off from the traffic control cabinet. One item to note concerning notifications of pedestrians, the pedestrian must also have the app turned on. Also, nobody, other than the Alpharetta Fire Vehicles will have the ability to utilize the traffic signal preemptive component of the software.

- Alpharetta has 129 signals within the City, thus 29 will not have preemptive signal equipment installed in the traffic control cabinets. Recently, the North Fulton Community Improvement District (NFCID) recently allocated over $300k towards a connected vehicle initiative and they are utilizing the same software the City is installing with 2 exceptions.

- The system the NFCID is planning to purchase will attach to our mast arms and their system will be compatible for future in-dash Ford vehicles starting in the year 2022. Instead of an individual having to download the app, the Ford Vehicles will already have software in the vehicles to access the data coming from the signals. The NFCID has over 40 traffic signals within their District. Partnering with the NFCID will enable all of the traffic signals within the City installed with preemptive signal technology for our emergency vehicles. Again, only the City's Fire emergency vehicles will have the ability to preempt a traffic signal as it approaches the intersection.

- Similar to the equipment the City purchased, the individual aspects of the app can be turned off if it is desired with the software the NFCID will be installing. In other words, the City can decide what aspects to have turned on and what aspects of the app can be turned off. Control of the information from the traffic control cabinets is at the City's discretion.

- Prior to any installation occurring, the City and the NFCID will have to agree on a MOU regarding the placement and access of the equipment they will be installing on the traffic signals. The equipment will be maintained by City staff and or City vendors. Distribution of any data collected by the software will go through City staff and at the direction of Mayor and Council. Items like this will be spelled out in a MOU to be brought forward at a future Council Meeting.

- Temple Sales Representative, Winter Horbal P.E., came forward to address questions from Mayor and Council. Additionally, Temple is looking into getting smaller equipment to be attached to the mast arms.

IX. PUBLIC COMMENT

- No Public Comment

X. REPORTS

- Council Member Richard appointed Lou Hablas to the Ethics Commission. Additionally, the Downtown Alpharetta City Center won both Urban Land Institute Awards.

- With a heavy heart, Council Member Merkel announced the passing of Jack Cashin.

XI. ADJOURN

❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting at 9:40 PM

Respectfully submitted,

Erin Cobb

Erin Cobb, City Clerk

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Community Development
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: CU-19-04 DUI LADY/COLONY PARK

CONSIDERATION OF A CONDITIONAL USE PERMIT TO ALLOW A 'SCHOOL, COMMERCIAL' FOR THE DUI LADY. THE PROPERTY IS LOCATED AT 308 MAXWELL ROAD, SUITE 500 AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 693, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

Approve CU-19-04 DUI Lady/Colony Park, subject to Staff conditions.

III. REPORT IN BRIEF:

Consideration of a conditional use permit to allow a 'School, Commercial' for the DUI Lady. The property is located at 308 Maxwell Road, Suite 500 and is legally described as being located in Land Lot 693, 1st District, 2nd Section, Fulton County, Georgia.

IV. ALTERNATIVES:

V. ATTACHMENTS:

DUI Lady CC Staff Report, Aerial Map, Future Land Use, Zoning Map, Citi part B, Location Map, DUI Lady Combined App

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CU-19-04 DUI LADY/COLONY PARK

CITY COUNCIL: SEPTEMBER 23, 2019

This item was heard at the 9/5/2019 Planning Commission meeting. Staff recommended approval of the item subject to 4 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and a change to Condition #3 to allow the applicant to hold one (1) class during day time hours Monday through Friday. (Planning Commission changes shown in RED.) Vote 7-0

II. RECOMMENDATION:

Approve CU-19-04 DUI Lady/Colony Park, subject to the following conditions:

1. 'School, Commercial' shall be added as a conditional use at 308 Maxwell Road Suite 500, limited to no more than 1,106 square feet.
2. Conditional use approval shall be limited to the DUI Lady; no additional 'School, Commercial' businesses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be Tuesday & Thursday 2:00 PM – 7:00 PM (office hours), Friday 5:00 PM – 9:30 PM (classes) and Saturday & Sunday 8:00 AM – 5:00 PM (classes). Business may have 1 additional class during day time hours (8:00 AM – 5:00 PM) Monday through Friday.
4. Signage shall be limited to a wall sign no larger than three (3) square feet and located beside the front door. No additional signage shall be permitted. No lighting window trim.

III. REPORT IN BRIEF:

The applicant, Lynn Hayes, is requesting a conditional use permit to allow 'School, Commercial' for the DUI Lady. The business provides DUI classes and risk reduction education. The subject property is located at 308 Maxwell Road, Suite 500 in the Colony Park office park, which is generally located at the southeast corner of South Main Street and Maxwell Road.

DISCUSSION

The submitted request, if approved, would permit the applicant to operate a 'School, Commercial' for the DUI Lady in a 1,106 square foot suite in the Colony Park office park. The applicant's business offers DUI classes and risk reduction education. The subject property is located at 308 Maxwell Road, Suite 500 in the Colony Park office park, which is generally located at the southeast corner of South Main Street and Maxwell Road.

Colony Park is an office condominium park developed with 16, 2-story office buildings. The applicant's business is proposed in an office building at the rear of the property. The subject property is zoned O-I (Office-Institutional), which allows 'School, Commercial' with approval of a conditional use permit. Surrounding properties are zoned C-2 (General Commercial) to the north, west and south and R-12 (Dwelling, 'For-Sale', Residential) to the east. Alpha Park Subdivision is located to the east; Chevron, Reds Package Store, Seven Seas Cafe and Lamp &

Shade City Lighting are located to the north; Elegant Auto Brokers to the west; and the former Comcast cable office is located to the south.

The DUI Lady is a local business that has been in operation for approximately 11 years. The business previously operated at 217 South Main Street, which is currently vacant pending redevelopment. DUI Lady offers court-mandated Risk Reduction classes, as well as an under 21 Prevention program, family coaching and parent workshops. Hours of operation are Tuesday and Thursday 2:00 PM – 7:00 PM (office hours), Friday 5:00 PM – 9:30 PM (classes) and Saturday and Sunday 8:00 AM – 5:00 PM (classes). According to the applicant, the average class size is between 6 – 10 students and Ms. Hayes is the only employee for the business.

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

Response: Colony Park was developed in compliance with the site access standards.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-mentioned site requirements are provided at the subject property. The applicant's business has only one (1) employee and classes are conducted in the evenings and on weekends when excess parking is available in the office park.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposed use would be complimentary to the other uses in Colony Park and classes would be held in the evenings and on weekends when sufficient parking is available.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and

Response: The proposed use would be complimentary to the other uses in Colony Park.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general.

Response: The proposed use would be complimentary to the other uses in Colony Park.

CONCURRENCES

Staff's analysis finds that the requested conditional use is not in conflict with the established conditional use standards and should have little impact on the area. The proposed use would be complimentary to surrounding uses and sufficient parking exists in the evenings and on the weekends when the applicant is conducting classes. If approved, conditions should be established that regulate and limit an expansion of services and limit signage.

CITIZEN PARTICIPATION PLAN

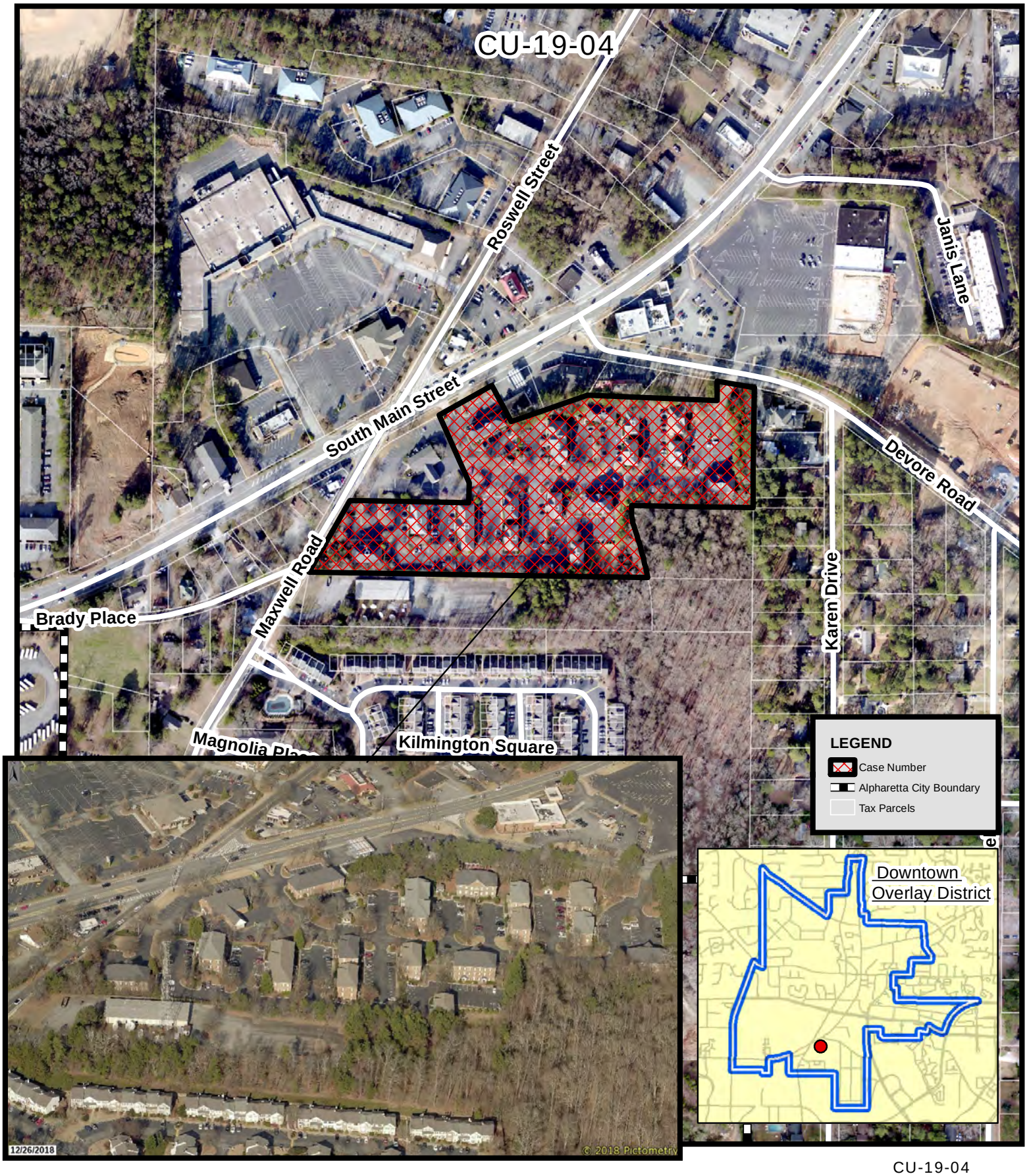
The report submitted by the applicant states that property owners were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on August 14, 2019. There were no public comments on the sign-in sheet.

IV. ATTACHMENTS:

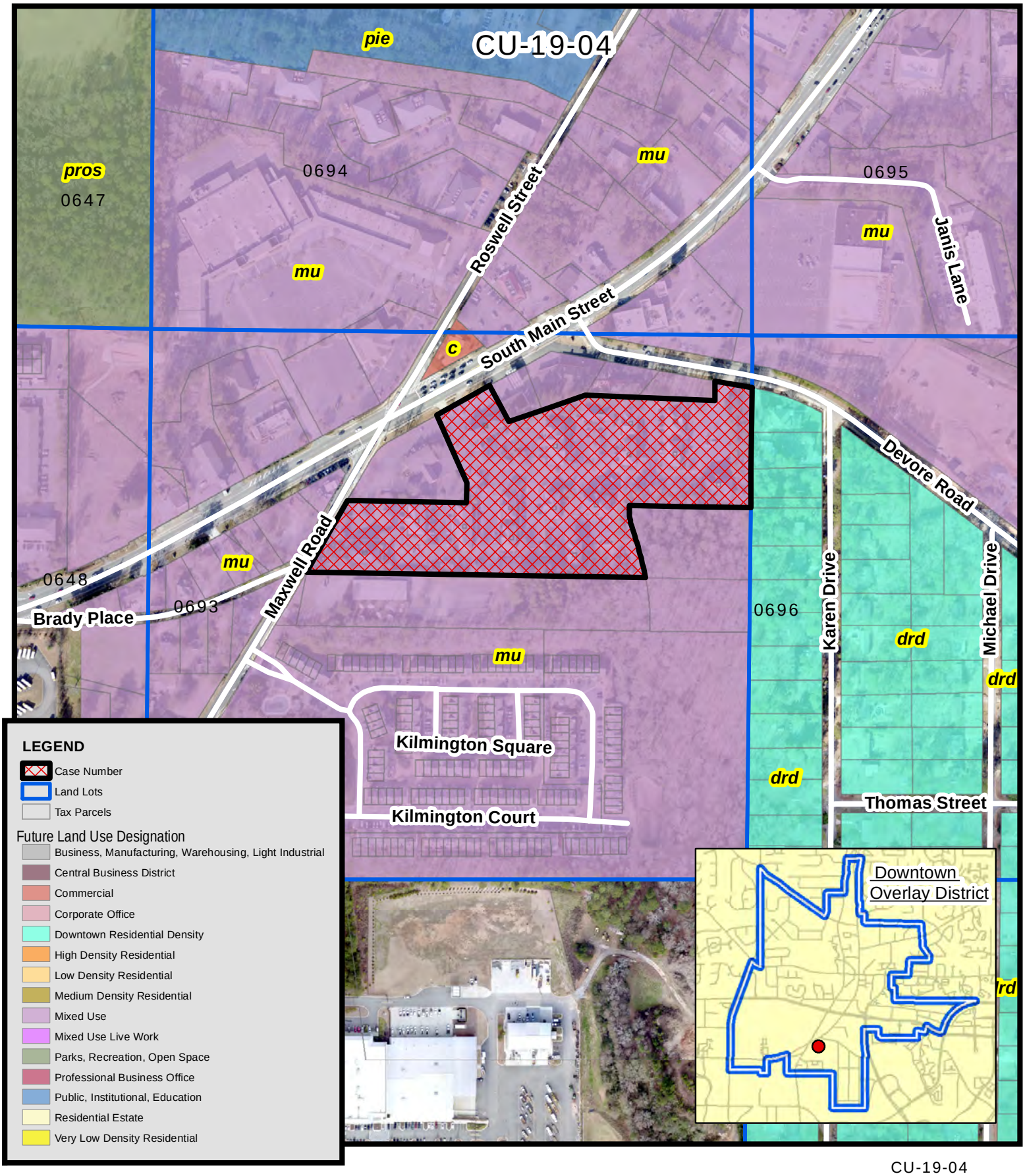
- Site Plan
- DUI Lady Website Information



Aerial Map
DUI Lady
308 Maxwell Road Ste 500

CU-19-04
D/LL: 1/2/693
PC Date: 9/05/19
CC Date: 9/23/19

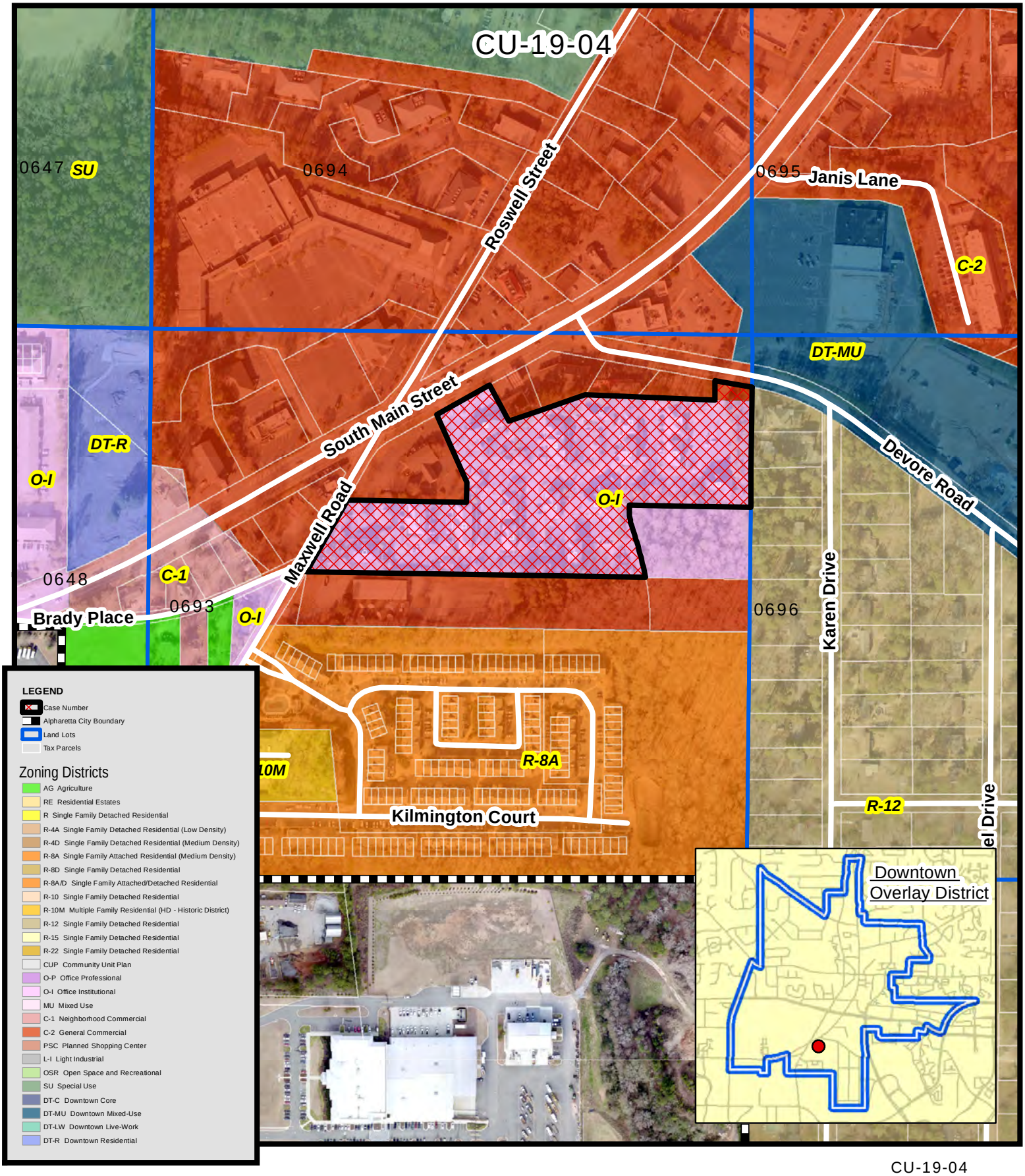
Location Map Provided by:
Community Development - GIS



Future Land Use
DUI Lady
308 Maxwell Road Ste 500

CU-19-04
D/LL: 1/2/693
PC Date: 9/05/19
CC Date: 9/23/19

Location Map Provided by:
Community Development - GIS



Zoning Map
DUI Lady
308 Maxwell Road Ste 500

CU-19-04
D/LL: 1/2/693
PC Date: 9/05/19
CC Date: 9/23/19

Location Map Provided by:
Community Development - GIS

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: CU-19-04 DUI Lady

Contact Name: Lynn Hayes Telephone: 770-560-0727

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.

At the Community Zoning Meeting most people commented that the business is good for the community. Three people expressed concerns about traffic and noise. (see attached Sign-in Sheet)

I did not recieve any responses to the notification letter.

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.*

- [x] 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

Please Sign-In with comments or concerns.

DUI Lady **8/14/19**

NAME	ADDRESS	Comments
Marjorie Gibson	~~450 Sable Ct.~~ Alpharetta, GA 30004	Very good for community! ☺
Julie Rabanovitch	740 Belle Isle Alpharetta GA	↓ ↓ ↓
Mo Nadeschda	1700 Spinnaker Dr. Alp. 30005	" " "
~~Sara Whitship~~	1600 Spinnaker D.	~~want to know NOISE LEVEL~~
Bobbie Campanaro	~~1600~~ Spinnaker Dr	How will it affect community
Mary Farr	192 Manning Dr. Alpharetta 30009	concern re: house @ Cricket & Cumming
Lori Morell Linder Financial Services	309 Maxwell Rd Suite 300 (neighboring bldg)	concern w/ Cars + traffic nights + weekends We do work some nights + weekends too.
Kelly Gibson	450 Sable Court Alpharetta GA 30009	good for the community + should stay
~~Rick Bowers~~	~~Father Woods~~ ~~Alpharetta~~	~~Dad for property values, noise~~ esp when leaves are fallin
David Baker	6403 Spinnaker Lane Alpharetta, GA 30005	
Dale Sizemore	6130 Pin Oak Lane Alph 30005	A good idea + shows faith to stay in our community! Please approve this!
Michelle Brizendine	316 Maxwell Rd Ste 4 Alp 30009	concern w/ cars, traffic, nights + weekends we work late + on weekends

July 20 2019

Dear Property Owner,

This is to notify you that I have filed a Public Hearing Application, Case # CU-19-04 with the City of Alpharetta for consideration of a request to allow a Conditional use for a Commercial School at 308 Maxwell Rd, Suite 500, Alpharetta, GA ,30009. This is an established business in the City which is relocating. Please see my website at https://www.duilady.com for information on the classes offered.

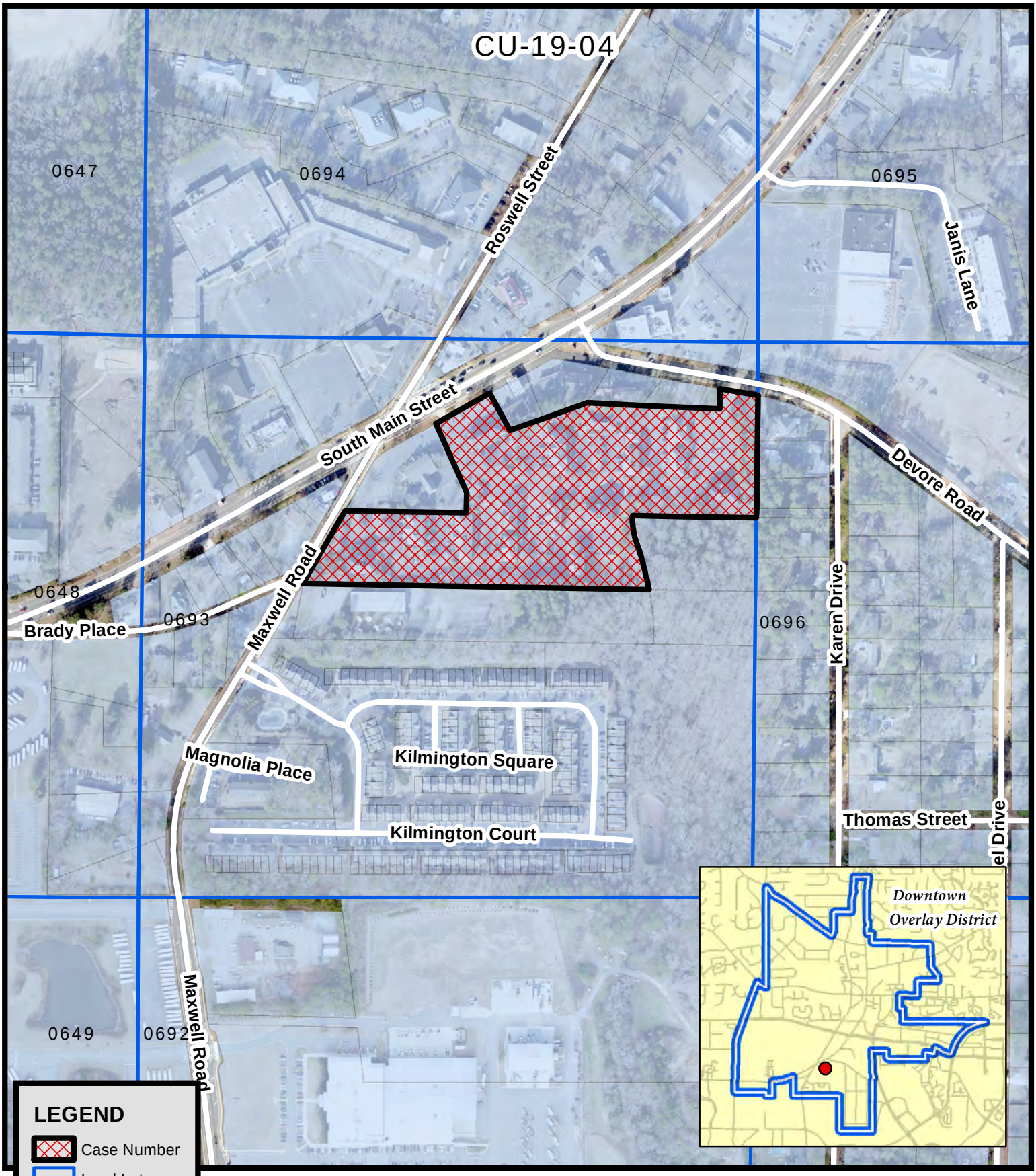
This item will be at the Community Zoning Information Meeting on Wednesday, August 14, 201 from 6:00 to 7:00 p.m. in the Community Room in City Hall. This is an informal, drop in meeting to allow the public to view the Application.

This item will be considered by the Planning Commission on Thursday, September 5, 2019 and City Council on Monday, September 23, 2019 in Council Chambers at City Hall at 6:30 p.m.

If you have any questions, please contact me at duilady@gmail.com.

Sincerely,

Lynn Hayes



Location Map
DUI Lady
308 Maxwell Road Ste 500

CU-19-04
D/LL: 1/2/693
PC Date: 9/05/19
CC Date: 9/23/19

Location Map Provided by:
Community Development - GIS

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: CU-19-04

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

RECEIVED
JUN 2019
Community Development

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: LYNN HAYES (DUI LADY) Telephone: 770.560.0727

Address: 123 Edinburgh ct. Suite: _____

City Alpharetta State: GA Zip: 30004 Fax: _____

Mobile Tel: 770.560.0727 Email: duilady@gmail.com

Subject Property Information:

Address: 308 MAXWELL Rd Suite 500 Alph. 30009 Current Zoning: _____

District: _____ Section: _____ Land Lot: _____ Parcel ID: _____

Proposed Zoning: _____ Current Use: _____

This Application For *(Check All That Apply)*:

- ☑ Conditional Use
- ☐ Rezoning
- ☐ Variance
- ☐ Comprehensive Plan Amendment
- ☐ Master Plan Amendment
- ☐ Master Plan Review
- ☐ Public Hearing
- ☐ Other *(Specify)*: _____
- ☐ Exception

Applicant Request And Intent

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

Commercial School

Applicant's Request (Please itemize the proposal):

Consideration of a request for Commercial School Use.

Tues - Thurs 3:00 pm to 7:00 pm

Classes are Friday through Sunday

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

Allow use of a Commercial School for risk reduction program.

Daniel

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: RP Development / Paolo Giuressi Telephone: 770 569 1213

Address: 308 MAXWELL Rd Suite: 500

City ALPHARETTA State: GA Zip: 30009 -

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
- ☐ Rezoning
- ☐ Variance
- ☐ Land Use Application
- ☑ Special Use
- ☐ Conditional Use
- ☐ Master Plan
- ☐ Other

Identify Authorized Applicant:

Name of Authorized Applicant: Telephone:

Address: Suite:

City State: Zip: -

So Sworn and Attested:

Owner Signature: Paolo Giuressi Date: 6/28/19

Notary:

Notary Signature: Paolo Giuressi Date: 6/28/19

LANA LANGFORD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 25, 2020

Daniel

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: RP DEVELOPMENT / Paolo Giuressi

Subject Public Hearing Case: _____

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: N/A

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: Paolo Giuressi Date: 6/28/19

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

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

It should not have an effect.

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

N/A

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

There are usually six cars on the weekends but other offices in the Office Park are closed so there should be little impact.

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

None

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

It is consistent with the CLUP and future Land Use

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

Moving from 27 Main St. to allow for new development.

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: DWI LADY

Contact Name: Lynn Hayes Telephone: 770-560-0727

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.

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.*

- [x] 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.

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: DUI LADY

Contact Name: Lynn Hayes Telephone: 770.560.0727

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.

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

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

"THE SECRET OF GETTING AHEAD IS GETTING STARTED "

MARK TWAIN

Offered Courses - click to learn

- Court Ordered 20hr DUI/Risk Reduction Course
- Under 21 - Prevention Program
- Parent Workshop - "Talking to your kids about drugs & alcohol"
- Family Coaching

DUI Lady teaches from the PRIME for Life course, an entertaining and interactive risk reduction curriculum designed to gently yet powerfully challenge common beliefs and attitudes that directly contribute to high-risk alcohol and drug use. This course is required for DUI and Drug Offenders in Georgia. DUI Lady (GA Certificate - #9530) is the premier choice and highest rated, serving The Greater Atlanta Area.

We are a member of the Georgia Department of Driver Services Approved DUI Schools. State Certification Number 9530. Also Bonded. Click here for more information.

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

Reduction

You got a DUI or drug related offense, now what?

The state of Georgia requires all DUI or DWI offenders as well as many other drug related offenders to fulfill a 20 hour Risk Reduction Course.

This course is designed to help you identify and refrain from making high risk choices. This doesn't mean however that you need to be bored off your ass! The DUI Lady provides an engaging and thought provoking weekend course.

At the end of the course you will receive an official Georgia certificate of completion, which assists in the reinstatement of your drivers license.

How it works:

- Request available class dates and related info dullady@gmail.com
- Reply back with all the required information
- In-person pre-registration required

Additional Courses Offered

Under 21 - Prevention Program

This program is designed to bring awareness and aide in changing the way that minors or those who are under 21 think about illicit drugs and alcohol.

Family Support

Lynn Hayes is a NATIONAL MASTER INSTRUCTOR by Prevention Research Institute (PRI). She has dedicated more than twenty years working with parents and youth who struggle with drug and alcohol related issues.

Parent Workshop - "talking to your kids about drugs and alcohol"

Lynn has been teaching PRIME since 1998 and taught at several schools before opening her own school - DUI LADY - in 2008. She has been voted BEST instructor by thousands of area students. She also helps families who are dealing with drug related issues, and offers education to parents who are struggling with how to communicate with their children about the realities of drugs and alcohol.

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

Home
DUI - Risk Reduction Class
Courses Offered
CLASS SCHEDULE

Request Class Schedule

The first step in signing up is to contact me directly. I'd prefer you email me with the email address below. You can also complete the below form. You'll then receive a confirmation from me with information regarding registering for the class.

PHONE
(770) 619-2384

ADDRESS
217 S Main St, Alpharetta, GA 30009

E-MAIL
duilady@gmail.com

The DUI Lady is ready to assist, so call or email now.

DVI Lady

Deed Book 44297 Pg 670
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 693 of the First District, Second Section, Fulton County, Georgia, and consisting of the following Condominium Units pursuant to Declaration of Condominium by Colony Park, Inc., a Georgia Corporation, Dale J. Jackson, Pamela F. A. Jackson, and Crabapple Lakes, Inc., a Georgia Corporation, dated April 30, 1996, filed for record May 1, 1996 at 10:48 a.m., recorded in Deed Book 20900, Page 257, records of Fulton County, Georgia; as amended by that certain First Amendment to Declaration of Condominium Covenants and Restrictions for Colony Park Office Condominiums by Colony Park, Inc., dated January 8, 1997, filed for record January 23, 1997, at 8:46 a.m., recorded in Deed Book 22075, Page 276, aforesaid records; as further amended by that certain Second Amendment to Declaration of Condominium Covenants and Restrictions for Colony Park, a Condominium, by Colony Park, Inc., dated November 18, 1997, recorded in Deed Book 23470, Page 334, aforesaid records, as said Buildings and Units are more particularly depicted on that certain Final Condominium Plat of Phases One, Two and Three, Colony Park, Inc. dated October 28, 1997, revised November 13, 1997, and recorded in Condominium Plat Book 11, Page 1, aforesaid records, together with a proportionate share of an undivided interest in the common elements thereto appertaining:

UNITS:

Phrase Three-B

Building No.	Address	Suite
Sixteen	308 Maxwell Rd.	100
Sixteen		200
Sixteen		300
Sixteen		400
Sixteen		500
Sixteen		600

Still working...

DUI LADY

Property Location:	308 MAXWELL RD
Unit:	500
City:	ALPHARETTA
Neighborhood:	C108
Improvement Strata:	C1
Property Class:	C3
Land Use Code:	355-Office Condominium

BUILDING ONE

LINE	DIRECTION	DISTANCE
L1	N 28°49'43" W	36.00'
L2	N 61°10'17" E	10.00'
L3	N 28°49'43" W	2.00'
L4	N 61°10'17" E	20.00'
L5	S 28°49'43" E	2.00'
L6	N 61°10'17" E	40.00'
L7	N 28°49'43" W	2.00'
L8	N 61°10'17" E	20.00'
L9	S 28°49'43" E	2.00'
L10	N 61°10'17" E	10.00'
L11	S 28°49'43" E	36.00'
L12	S 61°10'17" W	100.00'

BUILDING TWO

LINE	DIRECTION	DISTANCE
L13	S 00°24'26" W	12.33'
L14	S 89°35'34" E	2.00'
L15	S 00°24'26" W	36.00'
L16	N 89°35'34" W	2.00'
L17	S 00°24'26" W	23.34'
L18	S 89°35'34" E	2.00'
L19	S 00°24'26" W	36.00'
L20	N 89°35'34" W	2.00'
L21	S 00°24'26" W	12.33'
L22	N 89°35'34" W	42.00'
L23	N 00°24'26" E	20.00'
L24	S 89°35'34" E	2.00'
L25	N 00°24'26" E	20.00'
L26	N 89°35'34" W	2.00'
L27	N 00°24'26" E	40.00'
L28	S 89°35'34" E	2.00'
L29	N 00°24'26" E	20.00'
L30	N 89°35'34" W	2.00'
L31	N 00°24'26" E	20.00'
L32	S 89°35'34" E	42.00'

BUILDING THREE

LINE	DIRECTION	DISTANCE
L33	S 89°38'02" E	75.00'
L34	S 00°21'58" W	40.00'
L35	N 89°38'02" W	22.67'
L36	S 00°21'58" W	2.00'
L37	N 89°38'02" W	29.67'
L38	N 00°21'58" E	2.00'
L39	N 89°38'02" W	22.67'
L40	N 00°21'58" E	40.00'

BUILDING FOUR

LINE	DIRECTION	DISTANCE
L41	S 00°35'16" W	64.00'
L42	N 89°24'44" W	32.00'
L43	N 00°35'16" E	15.67'
L44	N 89°24'44" W	2.00'
L45	N 00°35'16" E	32.67'
L46	S 89°24'44" E	2.00'
L47	N 00°35'16" E	15.67'
L48	S 89°24'44" E	32.00'

BUILDING FIVE

LINE	DIRECTION	DISTANCE
L49	N 00°23'18" E	15.67'
L50	N 89°36'42" W	2.00'
L51	N 00°23'18" E	32.67'
L52	S 89°36'42" E	2.00'
L53	N 00°23'18" E	15.67'
L54	S 89°36'42" E	32.00'
L55	S 00°23'18" W	64.00'
L56	N 89°36'42" W	32.00'

BUILDING SIX

LINE	DIRECTION	DISTANCE
L65	S 00°36'05" W	22.67'
L66	S 89°23'55" E	2.00'
L67	S 00°36'05" W	29.67'
L68	N 89°23'55" W	2.00'
L69	S 00°36'05" W	22.67'
L70	N 89°23'55" W	40.00'
L71	N 00°36'05" E	75.00'
L72	S 89°23'55" E	40.00'

BUILDING SEVEN

LINE	DIRECTION	DISTANCE
L57	N 89°26'27" W	32.00'
L58	N 00°33'33" W	64.00'
L59	S 89°26'27" E	32.00'
L60	S 00°33'33" W	15.67'
L61	S 89°26'27" E	2.00'
L62	S 00°33'33" W	32.67'
L63	N 89°26'27" W	2.00'
L64	S 00°33'33" W	15.67'

BUILDING EIGHT

LINE	DIRECTION	DISTANCE
L73	S 89°45'32" W	75.00'
L74	N 00°14'28" W	40.00'
L75	N 89°45'32" E	22.67'
L76	N 00°14'28" W	2.00'
L77	N 89°45'32" E	29.67'
L78	S 00°14'28" E	2.00'
L79	N 89°45'32" E	22.67'
L80	S 00°14'28" E	40.00'

BUILDING NINE

LINE	DIRECTION	DISTANCE
L90	N 00°23'17" E	40.00'
L91	S 89°36'43" E	22.67'
L92	N 00°23'17" E	2.00'
L93	S 89°36'43" E	29.67'
L94	S 00°23'17" W	2.00'
L95	S 89°36'43" E	22.67'
L96	S 00°23'17" W	40.00'
L97	N 89°36'43" W	75.00'

BUILDING TEN

LINE	DIRECTION	DISTANCE
L98	S 89°36'38" E	40.00'
L99	S 00°23'22" W	75.00'
L100	N 89°36'38" W	40.00'
L101	N 00°23'22" E	22.67'
L102	N 89°36'38" W	2.00'
L103	N 00°23'22" E	29.67'
L104	S 89°36'38" E	2.00'
L105	N 00°23'22" E	22.67'

BUILDING ELEVEN

LINE	DIRECTION	DISTANCE
L106	S 89°36'43" E	40.00'
L107	S 00°23'17" W	120.00'
L108	N 89°36'43" W	40.00'
L109	N 00°23'17" E	40.00'
L110	N 89°36'43" W	2.00'
L111	N 00°23'17" E	40.00'
L112	S 89°36'43" E	2.00'
L113	N 00°23'17" E	40.00'

BUILDING TWELVE

LINE	DIRECTION	DISTANCE
L114	N 89°36'43" W	32.00'
L115	N 00°23'17" E	15.67'
L116	N 89°36'43" W	2.00'
L117	N 00°23'17" E	32.67'
L118	S 89°36'43" E	2.00'
L119	N 00°23'17" E	15.67'
L120	S 89°36'43" E	32.00'
L121	S 00°23'17" W	64.00'

BUILDING TWO

SUITE	FLOOR
100	1st
200	1st
600	2nd
700	2nd
800	2nd
900	BASEMENT
1000	BASEMENT
1100	BASEMENT
1200	BASEMENT

BUILDING THREE

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING ONE

SUITE	FLOOR
A & B	1st
C & D	2nd

BUILDING FOUR

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING FIVE

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING SIX

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING SEVEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING EIGHT

SUITE	FLOOR
100	1st
200	1st
300	2nd

BUILDING NINE

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd

BUILDING TEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING ELEVEN

SUITE	FLOOR
100	1st
200	1st
300	1st
400	2nd
500	2nd

BUILDING TWELVE

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING THIRTEEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING FOURTEEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

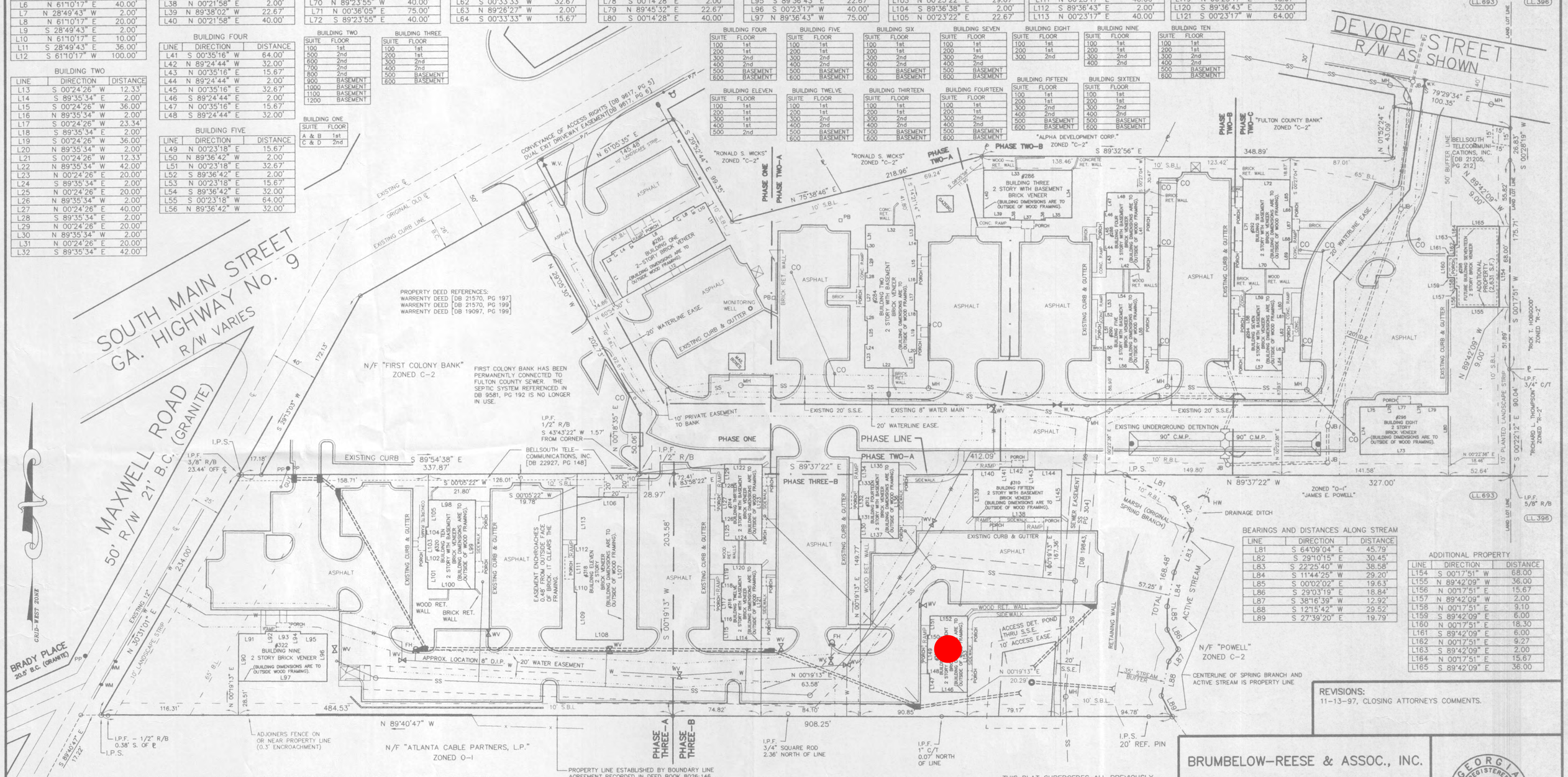
BUILDING FIFTEEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

BUILDING SIXTEEN

SUITE	FLOOR
100	1st
200	1st
300	2nd
400	2nd
500	BASEMENT
600	BASEMENT

UTILITY NOTES:
1. ALL OVERHEAD UTILITIES ARE SHOWN.
2. NON-LOCATABLE UTILITY EASEMENTS ARE:
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY [DB 3183, PG 53]
GEORGIA POWER COMPANY [DB 4255, PG 152]
GEORGIA POWER COMPANY [DB 5332, PG 514]
GEORGIA POWER COMPANY [DB 19953, PG 136]
GEORGIA POWER COMPANY [DB 21002, PG 113]
GEORGIA POWER COMPANY [DB 22596, PG 205]



BEARINGS AND DISTANCES ALONG STREAM

LINE	DIRECTION	DISTANCE
L81	S 64°09'04" E	45.79'
L82	S 29°10'15" E	30.45'
L83	S 22°25'40" W	38.58'
L84	S 11°44'25" W	29.20'
L85	S 00°02'02" E	19.63'
L86	S 29°03'19" E	18.84'
L87	S 38°16'39" W	12.92'
L88	S 12°15'42" W	29.52'
L89	S 27°39'20" E	19.79'

ADDITIONAL PROPERTY

LINE	DIRECTION	DISTANCE
L154	S 00°17'51" W	68.00
L155	N 89°42'09" W	36.00
L156	N 00°17'51" E	15.67
L157	N 89°42'09" W	2.00
L158	N 00°17'51" E	9.10
L159	S 89°42'09" E	6.00
L160	N 00°17'51" E	18.30
L161	S 89°42'09" E	6.00
L162	N 00°17'51" E	9.27
L163	S 89°42'09" E	2.00
L164	N 00°17'51" E	15.67
L165	S 89°42'09" E	36.00

REVISIONS:
11-13-97, CLOSING ATTORNEYS COMMENTS.

PHASES ONE, TWO & THREE CONSTITUTE SUBMITTED PROPERTY.

LEGEND: ABBREVIATIONS AND SYMBOLS

B.C.	– BACK OF CURB
B.L.	– BUILDING SETBACK LINE
B.L.W.	– BUILDING LINE WIDTH
C & G	– CURB AND GUTTER
℄	– CENTERLINE
CB	– CATCH BASIN
CH	– CHORD
C/T	– CRIMP TOP PIPE
D.E.	– DRAINAGE EASEMENT
DI	– DROP INLET
DWCB	– DOUBLE WING CB
FH	– FIRE HYDRANT
HW	– HEADWALL
I.P.S.	– IRON PIN SET (1/2" R/B)
I.P.F.	– IRON PIN FOUND
JB	– JUNCTION BOX
L	– LENGTH OF CURVE
L.L.L.	– LAND LOT LINE
LP	– LIGHT POLE
MH	– MANHOLE
M.S.L.	– MEAN SEA LEVEL
O/T	– OPEN TOP PIPE
PAV'T	– PAVEMENT
℄	– PROPERTY LINE
PP	– POWER POLE
PB	– POWER BOX
R	– RADIUS OF CURVE
R.B.L.	– REAR BUILDING LINE
R/B	– REINFORCING BAR
R/W	– RIGHT OF WAY
S.B.L.	– SIDE BUILDING LINE
S.S.	– SANITARY SEWER
S.S.E.	– SANITARY SEWER EASEMENT
SWCB	– SINGLE WING CB
———	– STREAM
—F—	– FLOOD LIMITS
—P—	– POWER LINE
—T—	– TELEPHONE LINE
—X—	– WIRE FENCE
—□—	– WOOD FENCE
—O—	– CHAIN LINK FENCE

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000 FEET AND AN ANGULAR ERROR OF 06" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 277,606 FEET

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-303 – TOTAL STATION

THIS (PROPERTY)(BUILDING) (IS NOT) LOCATED WITHIN THE 100 YEAR FLOOD AREA PER OFFICIAL FLOOD INSURANCE RATE MAPS. PANEL NO. 130084 0001 B AS REVISED: FEBRUARY 15, 1978

NO N.G.S. MONUMENT WAS FOUND WITHIN 500' OF PROPERTY.

BUILDING THIRTEEN

LINE	DIRECTION	DISTANCE
L122	S 89°36'43" E	32.00'
L123	S 00°23'17" E	64.00'
L124	N 89°36'43" W	32.00'
L125	N 00°23'17" E	15.67'
L126	N 89°36'43" W	2.00'
L127	N 00°23'17" E	32.67'
L128	S 89°36'43" E	2.00'
L129	N 00°23'17" E	15.67'

BUILDING FOURTEEN

LINE	DIRECTION	DISTANCE
L130	N 00°23'17" E	15.67'
L131	N 89°36'43" W	2.00'
L132	N 00°23'17" E	32.67'
L133	S 89°36'43" E	2.00'
L134	N 00°23'17" E	15.67'
L135	S 89°36'43" E	32.00'
L136	S 00°23'17" W	64.00'
L137	N 89°36'43" W	32.00'

BUILDING FIFTEEN

LINE	DIRECTION	DISTANCE
L138	N 89°36'43" W	75.00'
L139	N 00°23'17" E	40.00'
L140	S 89°36'43" E	22.67'
L141	N 00°23'17" E	2.00'
L142	S 89°36'43" E	29.67'
L143	S 00°23'17" W	2.00'
L144	S 89°36'43" E	22.67'
L145	S 00°23'17" W	40.00'

BUILDING SIXTEEN

LINE	DIRECTION	DISTANCE
L146	N 89°36'43" W	32.00'
L147	N 00°23'17" E	15.67'
L148	N 89°36'43" W	2.00'
L149	N 00°23'17" E	32.67'
L150	S 89°36'43" E	2.00'
L151	N 00°23'17" E	15.67'
L152	S 89°36'43" E	32.00'
L153	S 00°23'17" W	64.00'

THE CONDOMINIUM DECLARATION FOR COLONY PARK CONDOMINIUM IS RECORDED IN DEED BOOK 20900 PAGE(s) 257 OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA RECORDS, AS AMENDED.

NOTES:
1. BUILDING DIMENSIONS ARE TO OUTSIDE OF WOOD FRAMING.
2. ALL IMPROVEMENTS NOTED AS FUTURE ARE "NOT YET BEGUN."
3. TOTAL AREA OF PHASES ONE, TWO & THREE = 8.634 ACRES.
4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD.
5. DIMENSIONS SHOWN HEREON ARE HORIZONTAL DISTANCES.

TOTAL AREA = 8.634 ACRES

(DOES NOT INCLUDE ADDITIONAL PROPERTY)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

REF: 94042

THIS PLAT SUPERCEDES ALL PREVIOUSLY RECORDED PLATS.

I CERTIFY THAT THIS PLAT IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 44-3-83(c) OF THE GEORGIA CONDOMINIUM ACT.

Rodney H. Reese
GEORGIA REGISTERED LAND SURVEYOR No. 2072

BRUMBELOW–REESE & ASSOC., INC.
LAND SURVEYING SERVICES
GEORGIA REGISTRATION NO. 2072
P.O. BOX 713
ALPHARETTA, GEORGIA 30239-0713
(770) 475-6817

GEORGIA REGISTERED No. 2072 RODNEY H. REESE LAND SURVEYOR

FINAL CONDOMINIUM PLAT OF
PHASES ONE, TWO & THREE

COLONY PARK, INC.

DATE: OCTOBER 28, 1997

LOCATED IN:

LAND LOT(S): 693
DISTRICT: 1, SECTION: 2

CITY OF: ALPHARETTA

COUNTY OF: FULTON
STATE OF GEORGIA

SHEET: 1 OF 7
F.B. MC-V
DRAWING: CPARKALL
JOB NO. 96171

Book #11 Page #1
Entered 11-14-97
T. Sardina
Deputy Clerk

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

"THE SECRET OF GETTING AHEAD IS GETTING STARTED "

MARK TWAIN

Offered Courses - click to learn

- Court Ordered 20hr DUI/Risk Reduction Course
- Under 21 - Prevention Program
- Parent Workshop - "Talking to your kids about drugs & alcohol"
- Family Coaching

DUI Lady teaches from the PRIME for Life course, an entertaining and interactive risk reduction curriculum designed to gently yet powerfully challenge common beliefs and attitudes that directly contribute to high-risk alcohol and drug use. This course is required for DUI and Drug Offenders in Georgia. DUI Lady (GA Certificate - #9530) is the premier choice and highest rated, serving The Greater Atlanta Area.

We are a member of the Georgia Department of Driver Services Approved DUI Schools. State Certification Number 9530. Also Bonded. Click here for more information.

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

Reduction

You got a DUI or drug related offense, now what?

The state of Georgia requires all DUI or DWI offenders as well as many other drug related offenders to fulfill a 20 hour Risk Reduction Course.

This course is designed to help you identify and refrain from making high risk choices. This doesn't mean however that you need to be bored off your ass! The DUI Lady provides an engaging and thought provoking weekend course.

At the end of the course you will receive an official Georgia certificate of completion, which assists in the reinstatement of your drivers license.

How it works:

- Request available class dates and related info duilady@gmail.com
- Reply back with all the required information
- In-person pre-registration required

Additional Courses Offered

Under 21 - Prevention Program

This program is designed to bring awareness and aide in changing the way that minors or those who are under 21 think about illicit drugs and alcohol.

Family Support

Lynn Hayes is a NATIONAL MASTER INSTRUCTOR by Prevention Research Institute (PRI). She has dedicated more than twenty years working with parents and youth who struggle with drug and alcohol related issues.

Parent Workshop - "talking to your kids about drugs and alcohol"

Lynn has been teaching PRIME since 1998 and taught at several schools before opening her own school - DUI LADY - in 2008. She has been voted BEST instructor by thousands of area students. She also helps families who are dealing with drug related issues, and offers education to parents who are struggling with how to communicate with their children about the realities of drugs and alcohol.

DUI Lady

Top Rated DUI Classes & Risk Reduction Education

Georgia State Approved DUI School Cert # 9530 - Greater Atlanta Area

Request Class Schedule

The first step in signing up is to contact me directly. I'd prefer you email me with the email address below. You can also complete the below form. You'll then receive a confirmation from me with information regarding registering for the class.

PHONE
(770) 619-2384

ADDRESS
217 S Main St, Alpharetta, GA 30009

E-MAIL
duilady@gmail.com

The DUI Lady is ready to assist, so call or email now.

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Community Development
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: PH-19-08 GARDNER HOUSE/133 CUMMING STREET

NOTE: THIS ITEM HAS BEEN DEFERRED BY THE APPLICANT AND WILL BE NEITHER HEARD NOR DISCUSSED DURING THIS MEETING. THE ITEM HAS BEEN RESCHEDULED TO OCTOBER 28, 2019.

CONSIDERATION OF A REQUEST TO ALLOW A STRUCTURE ON THE CITY'S CONTRIBUTING HISTORIC BUILDINGS LIST TO BE DEMOLISHED. THE PROPERTY IS LOCATED AT 133 CUMMING STREET AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1253, 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

Deny PH-19-08 Gardner House/133 Cumming Street request for demolition permit.

III. REPORT IN BRIEF:

Consideration of a request to allow a structure on the City's Contributing Historic Buildings List to be demolished. The property is located at 133 Cumming Street and is legally described as being located in Land Lot 1253, 2nd District, 2nd Section, Fulton County, Georgia.

IV. ALTERNATIVES:

V. ATTACHMENTS:

133 Cumming St Demo CC Staff Report, Aerial Map, Future Land Use, Zoning Map, Location Map, Complete 133 Cumming St. App 7.1.19

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-19-08 GARDNER HOUSE/133 CUMMING STREET DEMOLITION

CITY COUNCIL: SEPTEMBER 23, 2019

II. RECOMMENDATION:

Deny PH-19-08 Gardner House/133 Cumming Street request for demolition permit.

If approval is considered, recommend the following conditions:

1. Developer shall secure a Residential Individual Lot (ENG) permit or LDP and demolition permit.
2. Tree removal shall be limited to only those trees impacted by the removal of the structure.
3. Stream buffers associated with the perennial stream shall be maintained on the property and no variances shall be granted to reduce the stream buffers.

III. REPORT IN BRIEF:

The applicant, KBL Investments, LLC, is requesting a demolition permit for a contributing historic building on the City's Historic Resources Inventory. The City's Historic Preservation Incentive Zoning Ordinance requires Council approval to demolish a contributing historic building. The historic structure is the Gardner House, which was built around 1930. The property is located at 133 Cumming Street at the southeast corner of Cricket Lane and Cumming Street and in the Downtown Overlay.

DISCUSSION

The submitted request, if approved, would allow for a contributing historic building on the City's Historic Resources Inventory to be demolished. Unified Development Code (UDC) Subsection 2.9.6 (D) requires Council approval to demolish, remove or substantially alter a contributing historic building. The structure in question is the Gardner House, which was built around 1930. The subject property is located at 133 Cumming Street at the southeast corner of Cumming Street and Cricket Lane and in the Downtown Overlay.

The subject property is zoned to R-15 (Dwelling, 'For-Sale', Residential). Surrounding properties are zoned DT-R (Downtown Residential) to the north and west, R-15 to the east and south, and SU (Special Use) to the southeast. Weyhill Subdivision is located to the north, East of Main Phase 2 Subdivision to the west, two (2) unplatted, single-family detached lots to the east and south and Alpharetta Presbyterian Church to the southeast. The Comprehensive Land Use Plan designation of the property is 'Low Density Residential'.

The Historic Preservation Incentive Zoning Ordinance was adopted in 2015 and the Gardner House was added as a contributing historic building on the City's Historic Resources Inventory in 2017. In order to help carry out the goals and policies of the City's Comprehensive Plan, the Downtown Master Plan and the Historic Preservation Incentive Zoning Ordinance, the Inventory was created to identify certain historic buildings that contribute to the City's historic, cultural, aesthetic, architectural, or other heritage, and are at least 75 years old.

The Gardener House is a 1-story, 2,316 square foot residential structure on a 1.76-acre lot. A perennial stream runs through the southern portion of the property, which encumbers approximately 1 acre, or 57%, of the property. The structure was constructed of the New South Cottage type in the Folk Victorian architectural style. The applicant's Historic Survey Report, prepared by the Preservationist Guild, states that the structure is in poor condition and has no historical significance. According to the applicant, restoration of the structure is estimated to cost approximately $750,000.00. A site plan depicting redevelopment of the property was not provided; however, the applicant states that the intent is to sell the property for residential development with the possibility of subdividing the property into two (2) lots under the existing zoning.

In 2016, Lehigh Homes rezoned the property to the north (Weyhill Subdivision) from R-15 to DT-R with minimum 7,000 square foot lots. The request represented a change to the future land use

designation of the property to allow the smaller lots. In conjunction with this request, the applicant agreed to save and restore 122 Cumming Street, which is the O.C. Shirley/Paris House. In 2017, The Providence Group restored the 1,890 square foot Ben Manning House at the corner of Academy Street and Cricket Lane and in the same general vicinity as the Gardner House. According to Jeff Kingsfield with The Providence Group, the restoration was completed for just over $300,000.00. As shown in the before and after photographs below, the Ben Manning House was in very poor condition at the time of its restoration and had been sitting vacant for approximately 10 – 12 years. Initially, the intended use of the Ben Manning House was a clubhouse for the East of Main Subdivision. However, the property was rezoned in 2017 allowing the structure to be used for an office.

BEFORE RESTORATION

AFTER RESTORATION

HISTORICAL SIGNIFICANCE

The applicant submitted a Historic Survey Report, prepared by John Adams of The Preservationist Guild. According to the report, the surveyor followed the methodology outlined in the Georgia Historic Survey Manual provided by the Historic Preservation Division of the Georgia Department of Natural Resources and the National Register Criteria outlined in the National Register Bulletin. It is assumed in the report that the property would be eligible for historic preservation, if the following criteria have been met:

1. The subject property should have a high quality of Historical Significance, meeting one or more of the following:
   a. Property is associated with events that have made a significant contribution to the broad patterns of our history; or
   b. Property is associated with the lives of significant persons in our past; or
   c. Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
   d. Property has yielded, or may yield, information important in history or prehistory.
2. The subject property should have retained the Historic Integrity of those features necessary to convey its historical significance. There are 7 aspects of Historical Integrity, including:
   a. Location
   b. Design
   c. Setting
   d. Materials
   e. Workmanship
   f. Feeling
   g. Association

The Historic Survey Report states that the subject property was first owned by Isham Teasley, whom was a member of the prominent Teasley Family from early Alpharetta history. Mr. Teasley also owned the adjacent property to the west, which was the original site of the New Prospect Camp Ground. The Gardner Family acquired the property around 1915 and built the present structure in 1930, owning the property for nearly 50 years. The report concludes that the subject property does not have any Historical Significance, because the structure is not associated with the Teasley Family and the Surveyor was unable to determine if the Gardner Family made any significant contributions to the history of Alpharetta, Georgia or the Nation. However, local historians from the Alpharetta Historical Society and the City's Historic Preservation Commission (HPC) have provided the following information regarding the Gardner Family:

From *Historic Homes in Alpharetta: Our Shining Stars,* prepared by the Alpharetta Historical Society:

"Gardner House. Emiline Gardner, widow of John Gardner who died prior to 1900, purchased this property in 1907 (MC Deed Bk I, Pg. 146) House was built by Emiline's son Sherman (OMHGG & ROTP). Exact date is unknown, possibly 1910 - 1915. Cost of construction was less than $500 (REVUE and News, date NA). US Census show Mrs. Gardner at this location in 1910. It's possible that the Gardner's lived in an older home on this property prior to the construction of the home described above."

From Connie Mashburn, Alpharetta Historic Preservation Commissioner:

"Sherman Gardner was born in Alpharetta around 1880. When his father died at age 36, Sherman dropped out of school at age 13 to support his mother and younger siblings. Around 1915, he cut timber off the 133 Cumming Street property and hauled the logs to Marietta where the logs were cut into lumber. After the lumber was dried and cured, he brought it back to Alpharetta and built the house at 133 Cumming Street. Three of Sherman's sisters became school teachers. He owned and operated a cotton gin located on Milton Avenue just west of the Teasley Place Building. Later in life, Sherman became Alpharetta's police chief."

From *Alpharetta, Milton County: The Early Years,* prepared by Connie Mashburn:

> "W.J. Gardner was Alpharetta School's first Principal in the early 1900's. Sherman Gardner owned one of three Cotton Gins on the north side of Milton Avenue, just east of the Milton High School site. He also served as Police Chief in the 1940's. John Gardner was a volunteer for the Fire Department in the 1950's."

With regard to Historical Integrity, the submitted report states that the building "exhibits sufficient architectural integrity depending on the elevation in question." The north and west building elevations are relatively unchanged from their original state. An addition was added to the rear of the structure, which impacts the south and east elevations. The report concludes that the building lacks four (4) aspects of Historical Integrity, including Location, Setting, Feeling and Association. However, the report does not discuss these criteria in any detail.

HISTORIC PRESERVATION – DEMOLITION CRITERIA

City staff has reviewed the applicant's request and compared it to the standards established in UDC Sec. 2.9.6 (D), which are as follows:

Requirements for Demolition, Removal or Substantial Alteration of a Contributing Historic Building. The demolition, removal (or relocation) or substantial alteration of a contributing historic building shall be prohibited without the prior approval of the City Council following a public hearing. A request to demolish, remove or substantially alter a contributing historic building shall be approved by City Council upon a finding that any such denial will result in a significant detriment to the property owner that is not justified by the benefit to the public resulting from the preservation, protection and perpetuation of such building. In considering a request to demolish, remove or substantially alter a contributing historic building, the City Council shall consider the following criteria:

a. Any substantial changes in circumstances that have occurred since the contributing historic building was added to the Historic Resources Inventory;

Response: There have not been substantial changes in circumstances since the contributing historic building was added to the City's Historic Resources Inventory.

b. The proposed building or redevelopment plans for the property on which the contributing historic building is located;

Response: The applicant did not submit a redevelopment plan for the property. However, the letter of intent states that the applicant intends to sell the property for residential development, possibly including the subdivision of the property into two (2) lots under the existing R-15 zoning.

c. The impact of the proposed demolition on any remaining portion(s) of the building, if applicable;

Response: The applicant proposes to completely demolish the existing structure.

d. The economic hardship which may be experienced by the present owner if the application is denied;

Response: According to the applicant, the preservation of the structure would cost approximately $750,000.00. However, The Providence Group restored the Ben Manning House in 2017 for a cost of just over $300,000.00. In addition, the adaptive reuse of historic buildings or structures has proven to be economically feasible and potentially a profitable alternative to demolition.

e. The present condition of surrounding buildings, and the current level of repair and maintenance of neighboring buildings;

Response: Surrounding structures are generally in good repair. The properties to the north, west and southwest represent redevelopment projects where contributing historic structures have been saved and restored – Ben Manning House and O.C. Shirley/Paris House. According to the applicant, the restoration of the Gardner House will cost approximately $750,000.00. However, The Providence Group restored the Ben Manning House for just over $300,000.00. The Ben Manning House was in significant disrepair at the time of its restoration and had not been lived in for nearly 10 – 12 years.

f. The potential of the building for renovation and reuse and the cost and extent of possible renovation;

Response: According to the applicant, the restoration of the Gardner House will cost approximately $750,000.00. However, The Providence Group restored the Ben Manning House for just over $300,000.00. The Ben Manning House was in significant disrepair at the time of its restoration and had not been lived in for nearly 10 – 12 years.

g. The degree to which the contributing historic building is out of scale or out of character with surrounding land uses;

Response: The contributing historic building is in scale and character with the surrounding land uses, which are generally, single-family detached structures of similar size and located in the City's Downtown Overlay. In addition, contributing historic structures have been saved and restored in the vicinity of the applicant's property, namely the Ben Manning House and the O.C. Shirley/Paris House.

h. Whether due to the location of the property and surrounding land uses, the restrictions placed on such property adversely affect its reasonable use or usability; and

Response: The subject property is zoned R-15, which is consistent with the 'Low Density Residential' future land use designation of the property.

i. Whether there is a reasonable balance between the public benefit from the preservation, protection and perpetuation of the property and the detriment to the owner as a result of prohibiting the request.

Response: There is not a reasonable balance between the public good and the detriment to the owner. The traditional character and heritage of the community cannot be maintained, and the health, prosperity, and general welfare of the people cannot be protected by allowing the unnecessary destruction, demolition, removal or defacement of these buildings and structures that are important or essential to defining the community's character.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it cannot support the applicant's request to demolish a contributing historic building on the City's Historic Resources Inventory. The proposal is inconsistent with the established criteria stated above and the restoration and protection of the structure would be a benefit to the Alpharetta community. As shown with the restoration of the Ben Manning House and O.C. Shirley/Paris House, the adaptive reuse of historic buildings or structures has proven to be economically feasible and potentially a profitable alternative to demolition.

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 one (1) public comment was received requesting that the structure be saved.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on August 14, 2019. There were several public comments left on the sign-in sheet with concerns over demolition of the historic structure.

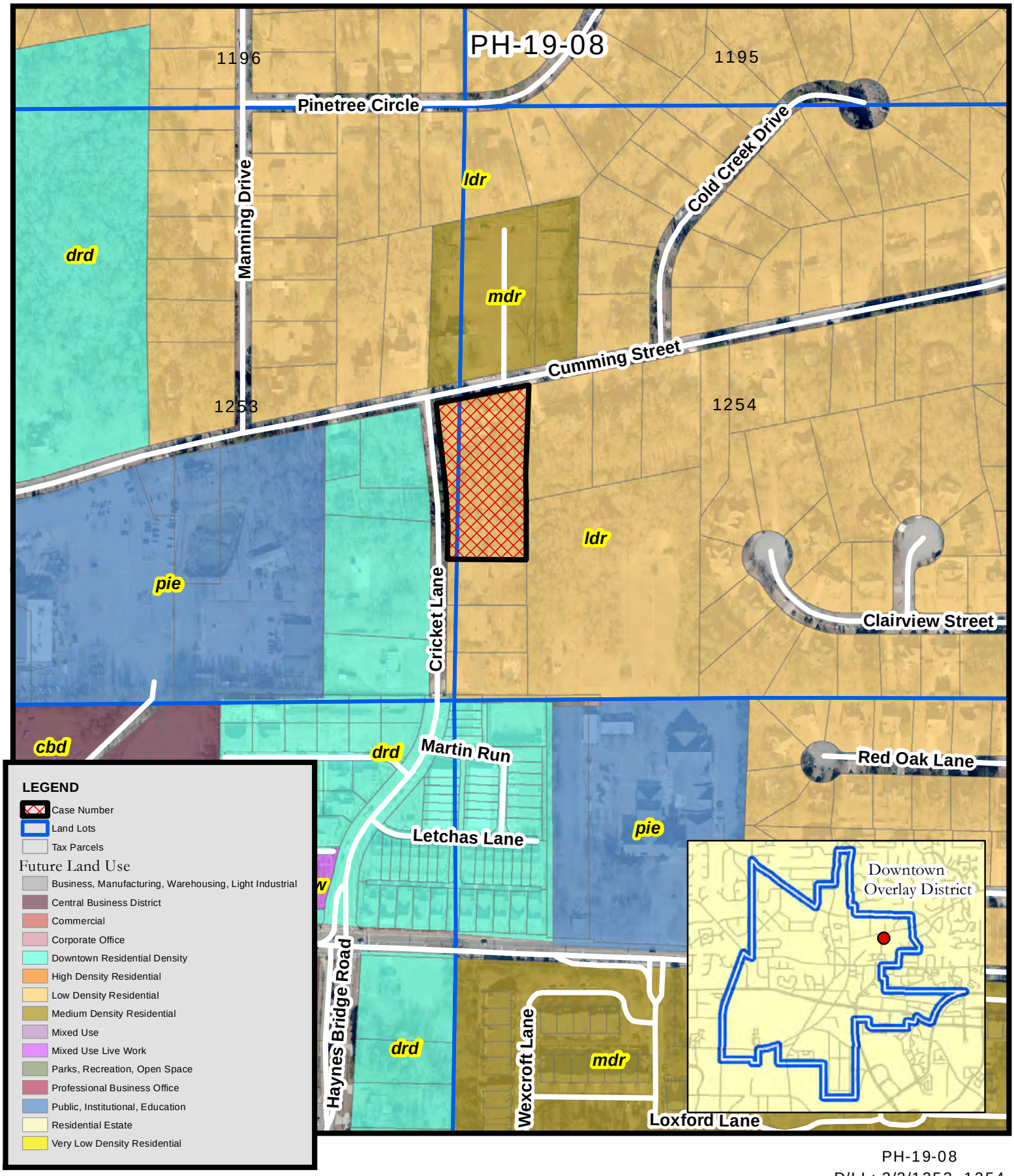
IV. ATTACHMENTS:

- Historic Survey Report

PH-19-08
D/LL: 2/2/1253, 1254
CC Date: 9/23/19

Aerial Map
Gardner House Demolition
133 Cumming Street

Location Map Provided by:
Community Development - GIS

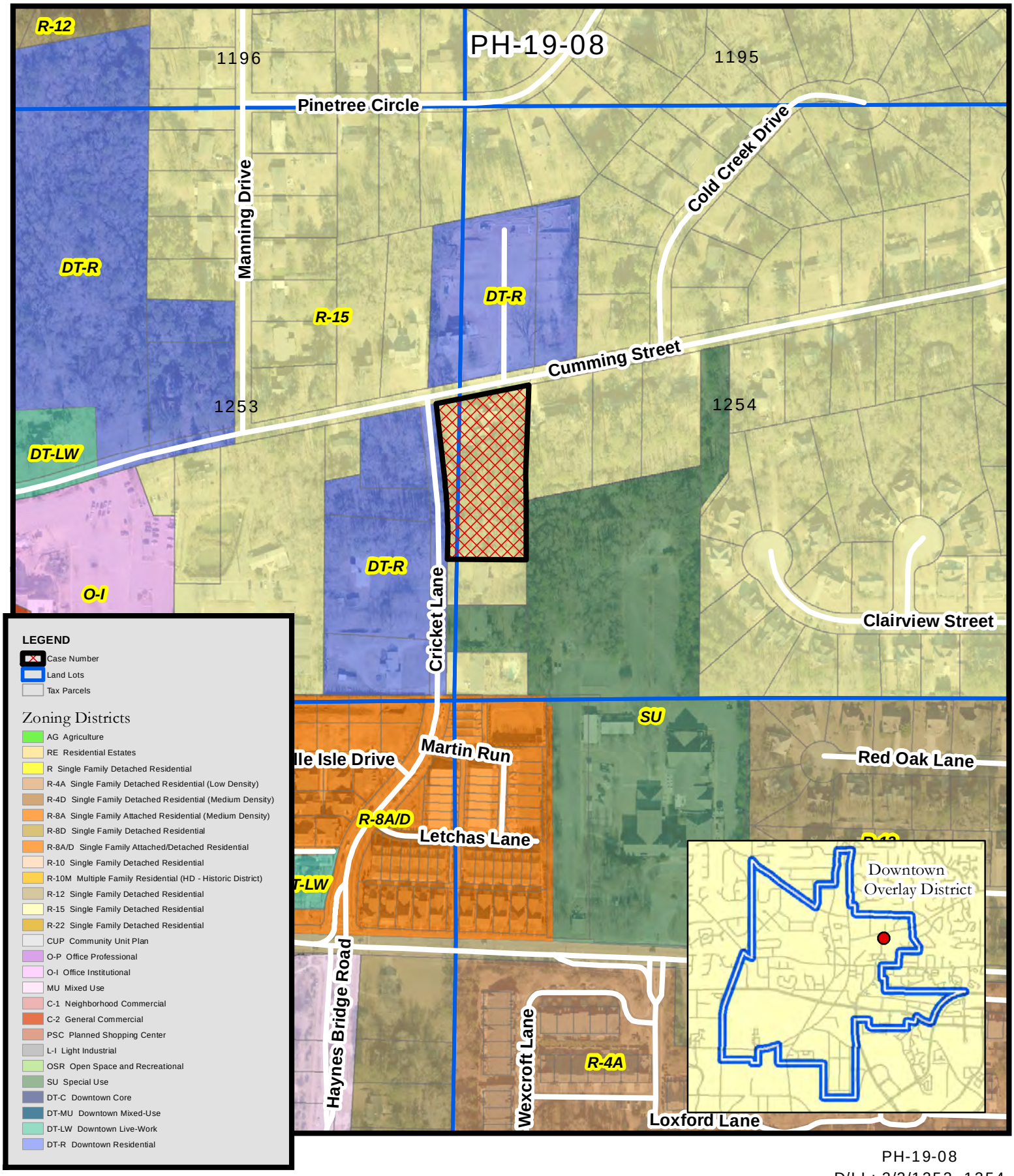


Future Land Use
Gardner House Demolition
133 Cumming Street

PH-19-08
D/LL: 2/2/1253, 1254
CC Date: 9/23/19

THE CITY OF ALPHARETTA

Location Map Provided by:
Community Development - GIS

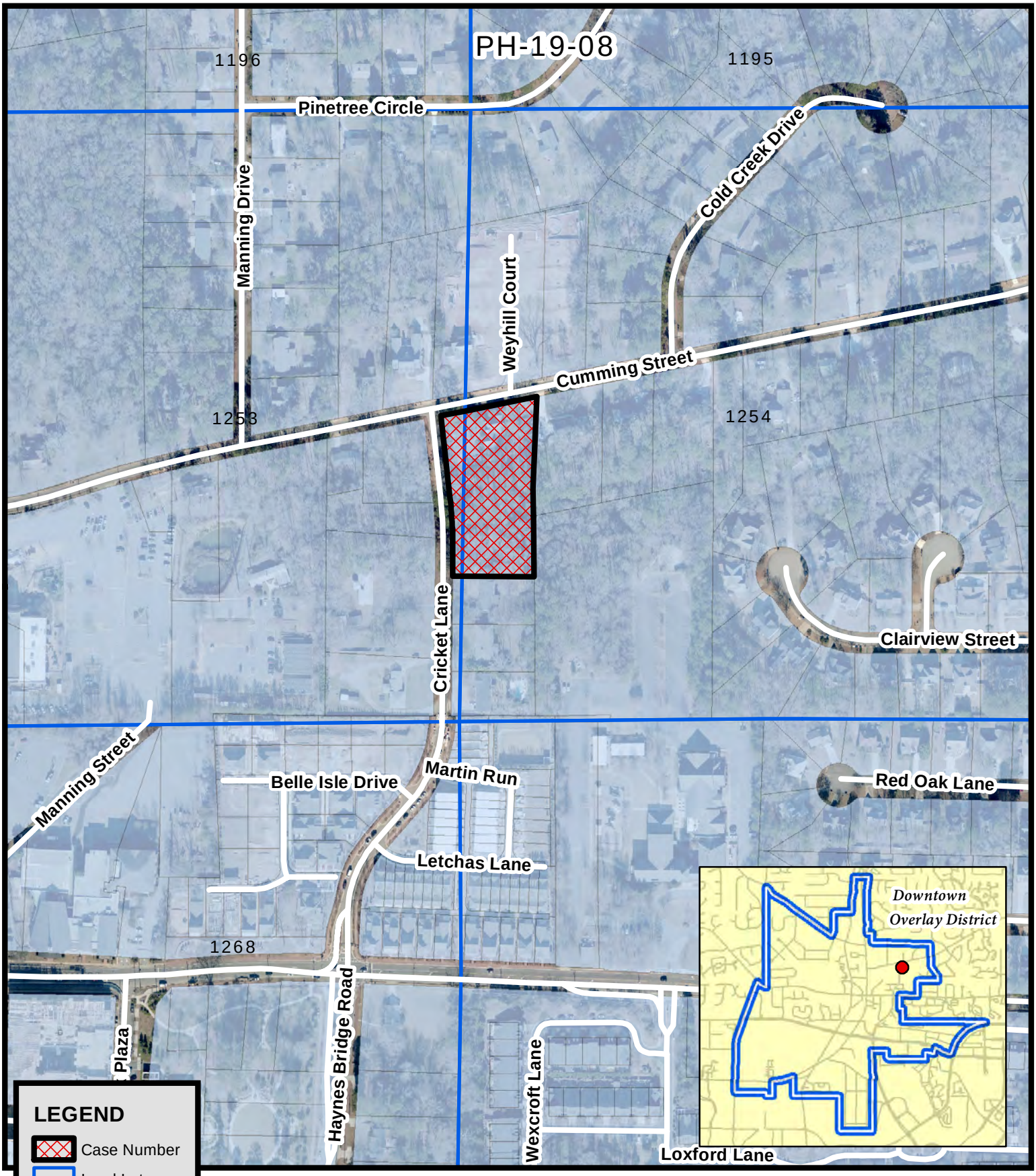


Zoning District
Gardner House Demolition
133 Cumming Street

PH-19-08
D/LL: 2/2/1253, 1254
CC Date: 9/23/19

THE CITY OF ALPHARETTA

Location Map Provided by:
Community Development - GIS



Location Map
Gardner House Demolition
133 Cumming Street

PH-19-08
D/LL: 2/2/1253, 1254
CC Date: 9/23/19

Location Map Provided by:
Community Development - GIS

PH-19-08
GARDNER HOUSE DEMOLITION
133 CUMMING ST

6/28/19

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 applicotion packets.
2. It is preferred thot all responses be typed. Illegible applications will not be accepted.
3. Prior to signing ond submitting your applicatian, please check all informatian supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicoble fees must be made at the time of application. Payment moy be made via cash, credit card (American Express, Master Card or Viso), or check made poyable to "City of Alpharetta."
5. Applicatians will be accepted only an the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questians regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: KBL Investments, LLC Telephone: 678-461-5550

Address: 1203 Macy Dr Suite:

City Roswell State: GA Zip: 30076 Fax:

Mobile Tel: 770-815-2455 Email: steve@kblinvestments.com

Subject Property Information:

Address: 133 Cumming St Alpharetta Current Zoning: R3

District: 2nd Section: 2nd Land Lot: 1253/1254 Parcel ID: 22-4981-1253-041-5

Proposed Zoning: Current Use: Vacant

This Application For *(Check All That Apply)*:

☐ Conditional Use ☐ Master Plan Amendment ☐ Exception

☐ Rezoning ☐ Master Plan Review

☐ Variance ☒ Public Hearing

☐ Comprehensive Plan Amendment ☒ Other *(Specify)*: Demolition Permit

APPLICANT REQUEST AND INTENT

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

single family residential lots to be offered for sale.

Applicant's Request (Please itemize the proposal):

To demolish the existing structure at 133 Cumming Street.

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

To offer the property for sale for new home construction.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Steve Sherrill / KBL Investment Telephone: 770-815-2455

Address: 1203 Macy Dr. Suite:

City Roswell State: GA Zip: 30076 -

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 demolition permit for existing house

Identify Authorized Applicant:

Name of Authorized Applicant: same as owner Telephone:

Address: Suite:

City State: Zip: -

So Sworn and Attested:

Owner Signature: S. Shul Date: 6-25-19

Notary:

Notary Signature: LAURA SCHULMAN NOTARY My Comm. Expires October 12, 2019 PUBLIC FULTON COUNTY, GEORGIA Date: 6/25/19

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: KBL Investments, LLC

Subject Public Hearing Case: 133 Cumming Street demolition permit

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: L. Shuff Date: 6-25-19

1. Is there a detriment to the property owner in not granting the request for demolition?

The existing house is old, in poor condition and has no historical significance. The immediate area is rapidly developing with new single family homes being constructed on small lots. Beginning prices for these homes exceed $750,000.00 and may approach $1,000,000.00. Owner's property is valuable for new home construction. Two lots can be developed under the existing zoning. The existing home is deteriorating and could not be sold without restoration at an estimated cost of $750,000.00. The cost basis in the property and the cost of the house as renovated would exceed the fair market value of the restored house, causing the owner to suffer a loss on the investment.

2. What are the proposed building or redevelopment plans for the property?

To demolish the existing structure at 133 Cumming Street and to offer the property for sale for new home construction.

3. Will there be an Economic Hardship if the Application is denied?

The existing house is old, in poor condition and has no historical significance. The immediate area is rapidly developing with new single family homes being constructed on small lots. Beginning prices for these homes exceed $750,000.00 and may approach $1,000,000.00. Owner's property is valuable for new home construction. The existing home is deteriorating and could not be sold without restoration at an estimated cost of $750,000.00. The cost basis in the property and the cost of the house as renovated would exceed the fair market value of the restored house, causing the owner to suffer a loss on the investment. Requiring the owner to retain the existing structure on the property renders the property less valuable than the price paid for it, and far less valuable than surrounding properties.

4. What is the present condition of the property and the current level of repair and maintenance?

The property has been poorly maintained, improvements are outdated and systems would all have to be replaced. Current level of repair is non-existent and has been for some time. Additions and changes have been made to the original construction.

5. What is the potential of the building for renovation and reuse and the cost and extent of possible renovation?

The estimated cost of a quality renovation for reuse is $750,000.00. The cost of the land was $500,000.00. The resulting renovation could not be sold at a profit. There is no potential for renovation and reuse.

6. Is the contributing Historic building out of scale or out of character with surrounding land uses?

The building is not historic and is out of scale and out of character with surrounding land uses, which are state-of-the-art new construction on small, low maintenance lots with internal neighborhood circulation and passive amenities.

7. Do the restrictions placed upon this property adversely affect its reasonable use or usability?

Requiring the owner to retain the current structure would destroy the economic value of the property, render it non-competitive with nearby properties, and effectively result in a taking of the owner's property.

8. Is there reasonable balance between the public benefit from the preservation, protection and perpetuation of the property and the detriment to the owner as a result of prohibiting the request?

There is no reasonable balance. The house is old, small, outdated and in poor shape. It has no historical significance. Requiring that the owner keep this structure would be a significant financial detriment to the owner. Nearby properties are developing as expensive new homes on small lots. The subject property cannot compete, and presently represents no benefit to the public.

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: 133 Cumming Street demolition permit

Contact Name: Steve Sherrill Telephone: 770-815-2455

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 listed on Exhibit A 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.*

- [x] 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 cantact the applicant with questions or concerns about the proposal.

Letter, phone call, email, fax message, in person meeting

Property Owners within 500 Foot Radius

MANNING SARAH P
40 CUMMING ST
ALPHARETTA GA 30004-1610

MENTO CRAIG JAMES II & KINAST MENT O JENNIFER
145 MANNING DR
ALPHARETTA GA 30009

THWAITES ROBERT
606 KINGS TRAIL DR
SUNSET BEACH NC 28468

KEETER NICHOLAS C & WANAMAKER REBE KAH M
175 PINETREE CIR
ALPHARETTA GA 30009

LACHGAR REBECCA G
135 MANNING DR
ALPHARETTA GA 30009-3616

BOYKIN CHARLES M & APRIL M
154 COLD CREEK DR
ALPHARETTA GA 30004

BLANKENSHIP LINDA S
183 PINETREE CIR
ALPHARETTA GA 30004-1626

PIXLEY JAMES W JR & LECAIN THOMAS K
245 CRICKET LN
ALPHARETTA GA 30009

EWING MICHAEL R & EWING JOANNE S
135 COLD CREEK DR
ALPHARETTA GA 30009

PARTAIN WENDELL
1316 E WINDSOR ST
KINGSPORT TN 37660-4042

VAUGHAN JANET T
262 CRICKET LN
ALPHARETTA GA 30009-3661

BERNARD JILL
145 CUMMING ST
ALPHARETTA GA 30009

ALPHARETTA WOMANS CLUB INC
P O BOX 896
ALPHARETTA GA 30009

STEWART MICHAEL T & REBECCA A
203 PINETREE CIR
ALPHARETTA GA 30009-3628

BRAMBLETT JOE E & EDITH W
207 DENNIS DR
ALPHARETTA GA 30004

260 WAVETREE DRIVE LLC
P O BOX 2033
ALPHARETTA GA 30023

WILLIAMSON FRED III & SANDY K
211 PINETREE CIR
ALPHARETTA GA 30009-3628

HALEY MICHAEL P & HALEY JULIE ISON
165 CUMMING ST
ALPHARETTA GA 30009

EQUITY TRUST COMPANY CUSTODIAN FBO & OF DANIEL M F
1 EQUITY WAY
WESTLAKE OH 44145-1050

SHIRLEY GORDON
281 CUMMING ST
ALPHARETTA GA 30004-1645

HATEM SELIM & ABDALLA ENGY
2565 CLAIRVIEW ST
ALPHARETTA GA 30009

STOVALL LINDA STRICKLAND
175 MANNING DR
ALPHARETTA GA 30004

H & R PROPERTY HOLDINGS LLC
6415 LAKE TRCE
CUMMING GA 30040

RICE ROSSITZA RICE TIM
2640 CLAIRVIEW ST
ALPHARETTA GA 30009

NIOLON JOSEPH R JR & SUSAN M
1350 WILD AZALEA LN
ATHENS GA 30606-5354

130 CUMMING LLC
43 WOODSTOCK RD
ROSWELL GA 30075

BAILEY THOMAS G & BEVERLY K
2630 CLAIRVIEW ST
ALPHARETTA GA 30004

MONZO PHILLIP R
133 CUMMING ST
ALPHARETTA GA 30004

BONE ANDREW J & CONNELL MICHAEL A
12460 CRABAPPLE RD STE 202-647
ALPHARETTA GA 30004

BROWER ROBERT W
2620 CLAIRVIEW ST
ALPHARETTA GA 30009

6/28/19

ALPHARETTA PRESBYTERIAN CHURCH INC
229 PEACHTREE ST NE
ATLANTA GA 30303

ALPHARETTA FIRST UNITED METHODIST CHURCH
13480 HOPEWELL RD
ALPHARETTA GA 30004-3519

SCHAEFFER JAMES T
109 CUMMING ST
ALPHARETTA GA 30004-1611

GARDNER JOAN LAUTRELL
241 CRICKET LN
ALPHARETTA GA 30009-3607

THOMPSON STEPHEN M & DONNA S
8022 TEA GARDEN RD SE
HUNTSVILLE AL 35802-3954

GRBK ACADEMY LLC
P.O. BOX 550345
ATLANTA GA 30355

ALPHARETTA PRESBYTERIAN CHURCH INC
180 ACADEMY ST
ALPHARETTA GA 30004-1704

DEVORE PEGGY W
3023 OAKSIDE CIR
ALPHARETTA GA 30004

JOHNSON JOHN RANDAL & JUDITH P
120 CUMMING ST
ALPHARETTA GA 30009

LECAIN THOMAS K & PIXLEY JAMES WILLIAM JR
255 CRICKET LN
ALPHARETTA GA 30009

ATLANTA PRESBYTERY INC
180 ACADEMY ST
ALPHARETTA GA 30004-1704

DocuSign Envelope ID: 067971F8-DFBF-45D4-8817-2CF6478E9AE2
6/28/19

00054165

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 1253 and 1254 of the 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found at the corner formed by the intersection of the southeasterly right-of-way of Cumming Street 40-foot right-of-way and the easterly right-of-way of Cricket Lane (40-foot right-of-way); running thence north 78 degrees 22 minutes east along the southeasterly right-of-way of Cumming Street (40-foot right-of-way) 225 feet to an iron pin found; running thence due south 407.2 feet to an iron pin found; running thence south 89 degrees 35 minutes west 190.1 feet to an iron pin found on the easterly right-of-way of Cricket Lane (40-foot right-of-way); running thence northly along the easterly right-of-way of Cricket Lane 165.5 feet to an iron pin found; continuing thence north 8 degrees 42 minutes west along the northeasterly right-of-way of Cricket Lane 200 feet to the southeasterly right-of-way of Cumming Street (40-foot right-of-way) and the point of beginning, being improved property having a one-story frame house thereon known as No. 133 Cumming Street, according to the present system of numbering houses in Fulton County, Georgia, and being more particularly shown on survey prepared by Georgia Land Surveying Co., Inc., dated June 6, 1983.

BOOK 10841 PAGE 443

PKM

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

June 25, 2019

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

RE: Application of KBL Investments, LLC for Demolition Permit; 133 Cumming Street, City of Alpharetta, Fulton County, Georgia; Letter of Intent

Dear Mayor and Councilpersons:

This firm represents KBL Investments, LLC, the property owner, who is seeking a Demolition Permit for the structure located at 133 Cumming Street. This letter shall be construed as the Letter of Intent for this Application.

The Applicant requests the issuance of a Demolition Permit pursuant to UDC Section 2.9.6 D. The criteria for approval are attached hereto as Exhibit A to this Letter of Intent.

Applicant owns the property at 133 Cumming Street and intends to market the land for single family home construction sometime in the future. The property is not marketable with the current structure (abandoned house) existing on the property. The house has two bedrooms, one and one half baths, and has been modified since initial construction in 1930. The house is small and not marketable as a residence either as a rental or for sale in its current condition.

A Constitutional Challenge is attached to this Letter of Intent and incorporated herein by reference.

Owner requests that Mayor and Council grant this application and issue a Demolition Permit for the reasons set forth in the Application and Constitutional Objections. It is my understanding that the public hearing will be conducted on September 23, 2019, with a CZIM meeting scheduled for August 14, 2019.

The granting of this Demolition Permit Application will have no negative impact on adjoining or nearby properties. To fail to approve this Application will be of no benefit to the citizens of Alpharetta, Georgia.

Very truly yours,

ROLADER & ROLADER, P.C.

Donald A. Rolader

City of Alpharetta Demolition Permit Criteria

2-A. Any substantial changes in circumstances that have occurred since the contributing historic building was added to the Historic Resources Inventory? No changes have occurred to the property since the property was added, without the owner's consent or authorization, to the Historic Resources Inventory. The surrounding neighborhood has developed as new homes on small lots with prices in the $700-800 thousand dollar range, with some home prices significantly higher. Downtown Alpharetta has become a very desirable place to live.

2-B. The proposed building or redevelopment plans for the property on which the contributing historic building is located? The current plan is to market the property for ~~a~~ new residential homes that would be an asset to the immediate area. Two lots can be developed under the current zoning.

2-C. The impact of the proposed demolition on any remaining portion of the building, if applicable? N/A

2-D. The economic hardship which may be experienced by the present owner if the application is denied? The cost to update the property to current standards would make the price point significantly more than the immediate area. Should the request be denied I would have no choice but to leave the property in its current state of disrepair until the market conditions increase significantly or sell the property at a financial loss. The cost of the property and the necessary renovations would exceed the market sales price of the finished product.

2-E. The present condition of buildings, and the current level of repair and maintenance of neighboring buildings? The majority of the surrounding properties are residential properties that are new properties that have been completed within the last year. They are in excellent condition, properly maintained by their respective HOA's and very desirable.

2-F. The potential of the building for renovation and reuse and the cost and extent of possible renovation? The property is grossly outdated, undersized and in a state of disrepair compared to properties in the immediate area. In order to address each of these issues it would require a significant amount of money which would then cause the property's price point to be far in excess of the market value, and could not be sold for enough to cover the land cost and renovation expense.

2-G. The degree to which the contributing historic building is out of scale or out of character with the surrounding land uses? The property is grossly undersized and outdated for the immediate area i.e. only two bedrooms and one and one half bathrooms, thus making it unsuitable for young families moving into the area. Architecturally, it is not consistent with the new products and adds nothing to the surrounding area.

2-H. Whether due to the location of the property and surrounding land uses, the restrictions placed on such property adversely affect its reasonable use or usability? Due to the property's physical restrictions, as previously mentioned, and the state of disrepair, the property cannot be used for its current use. Requiring the owner to keep the structure renders the property unusable. The area is developing as new residential single family homes, and the restriction would prevent the owner from developing the property in a similar manner, causing a severe financial hardship.

2-I. Whether there is reasonable balance between the public benefit from the preservation, protection and perpetuation of the property and the detriment to the owner as a result of prohibiting the request? As the property has no known historic value, per the American History Guild report, there is no public benefit to keeping the current structure versus allowing new residences that would be a financial and architectural asset to the community.

CONSTITUTIONAL OBJECTIONS

Georgia Law and the procedures of the City of Alpharetta require us to raise Federal and State Constitutional objections during the rezoning/public hearing 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, or receiving a demolition permit, 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, 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.

Additionally, Owner challenges the constitutionality of requiring Owner to apply for a demolition permit to be considered at a public hearing. To deny the permit is a taking of Owner's property without just and adequate compensation, and is discriminatory. Owner challenges the process by which the City of Alpharetta has listed Owner's property on a listing on the City's "Historic Resources Inventory". Owner asserts that this process is arbitrary, capricious, vague and not based on any objective standards of revue. Owner asserts that it was done without proper notice to Owner and without Owner's consent or knowledge. Owner further asserts that such a restriction on Owner's property damages or destroys its marketability without any benefit to the public. Applicant asserts that the listing constitutes a "rezoning" or imposition on restrictions on Owner's property without compliance with the provisions of the Georgia Zoning Procedures Law (O.C.G.A. Title 36 Chapter 66), and without adequate notice and provision for hearing to the property owner as set forth in said Law.

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 Demolition Permit as requested.

ROLADER & ROLADER, P.C.

By: _____
Donald A. Rolader
Attorney for Owner

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

Preservationist Guild

BRINGING THE PAST BACK TO LIFE

HISTORIC SURVEY REPORT

Prepared for:

KBL Investments, LLC
1203 Macy Drive
Roswell 30076

by John Adams

Subject Property – 133 Cumming Street

HISTORIC ASSESSMENT FOR:

133 CUMMING STREET ALPHARETTA, GEORGIA

The Preservationist Guild
John Adams

33 South Main Street
Suite 401
Alpharetta, Georgia 30009

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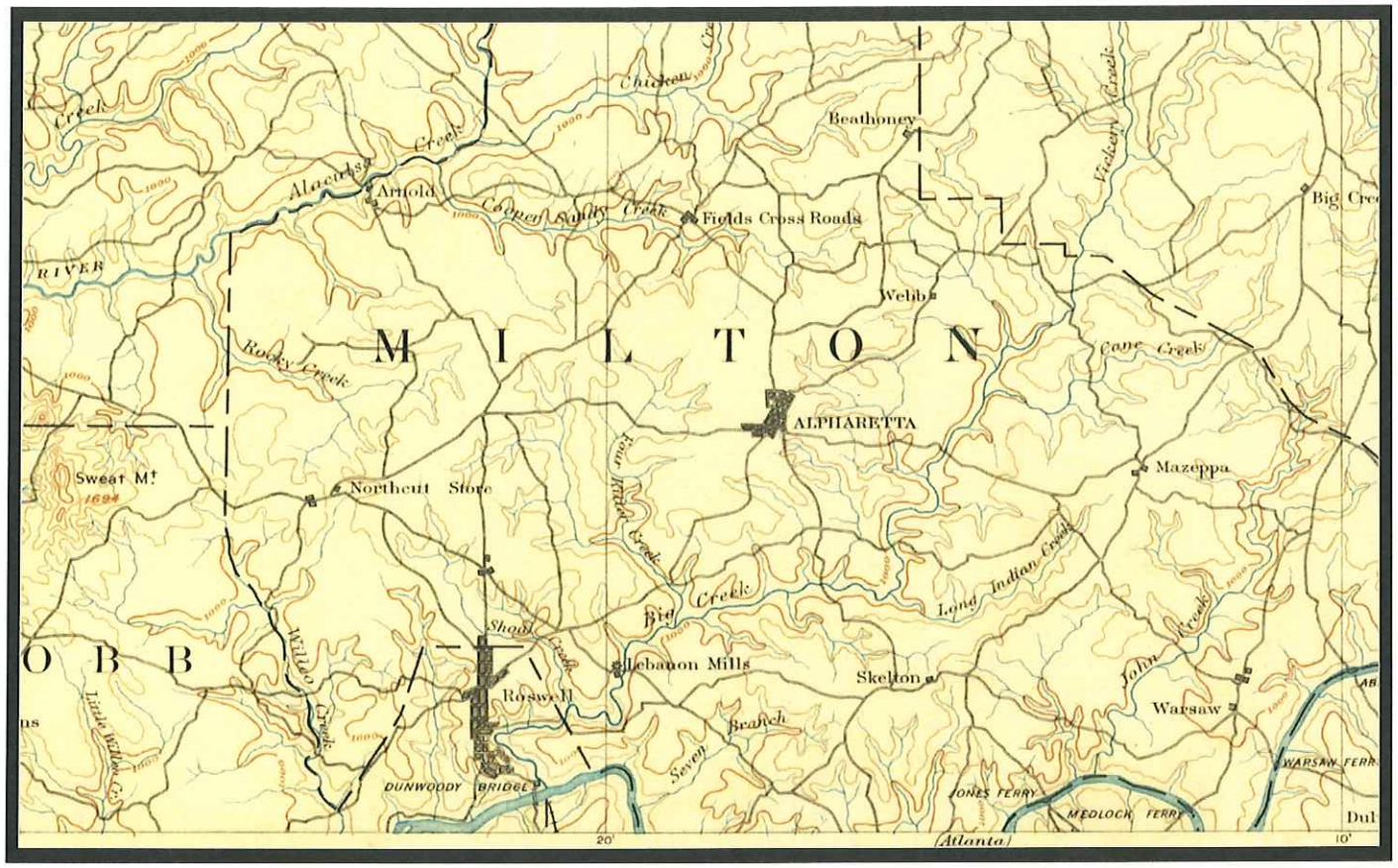
MAP OF ALPHARETTA & ENVIRONS

CIRCA 1894



Project Description

This Historic Survey Report was conducted by The Preservationist Guild on behalf of the property owner, KBL Investments, LLC.

The subject property, having an address at 133 Cumming Street, Alpharetta, Georgia, is of the New South Cottage Type, in the Folk Victorian Style comprising one story, It was built as a single family dwelling, circa 1930.

The purpose of the survey is to identify all the historically significant resources within the subject property (as identified in Figure 1.) and determine whether or not said resources meet the criteria for historic preservation.

The survey was conducted by John Adams of The Preservationist Guild.

FIGURE 1. AERIAL VIEW OF SUBJECT PROPERTY
133 CUMMING STREET

METHODOLOGY & SURVEY CRITERIA

RESEARCH

The surveyors conducted research into the historic ownership of resources.

Historical information employed in the preparation of the developmental history of the subject properties, together with background information was obtained through research of the Cherokee, Milton and the Fulton County Deed Records rooms. The early records of Alpharetta and Milton County were burned in a courthouse fire making it difficult, if not impossible to ascertain who took title to the land from the Gold Lottery until 1867.

Moreover, land title in early frontier America was not the absolute science it is today. Points of Beginning and adjoining lands were often described in nebulous terms making it cumbersome to put an accurate accounting together from the various "puzzle pieces" presented in the early records. A significant amount of investigative work would be necessary to determine a more accurate chain of title, if even possible. Such investigative work is beyond the scope of this Survey.

The earliest records available are accessible in Milton County Deed Book beginning in 1867.

PROCEDURAL METHOD

The surveyor followed procedures as outlined in the Georgia Historic Survey Manual provided by the Historic Preservation Division of the Georgia Department of Natural Resources and the National Register Criteria as outlined by the National Register Bulletin.

The surveyor conducted a preliminary property analysis and an initial field survey to identify subject resources followed by the taking of field measurements together with an intensive field survey including best architectural practices and specific photographs.

Determining whether or not a property is eligible for historic preservation begins with two absolute criteria, the second of which must necessarily follow the first, meaning that the first standard must be met before proceeding to the second criterion. The two criteria are:

1. The Subject Property must have a high quality of Historical Significance.

   Once that is established then one can proceed to the second, which is;

2. The Subject Property must have retained the Historic Integrity of those features necessary to convey its historical significance.

METHODOLOGY & SURVEY CRITERIA

HISTORICAL SIGNIFICANCE

The quality of Historical Significance in American history, architecture, archeology, engineering, and culture, is deemed present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association, and which possesses one or more of the following;

A. The Subject Property is associated with events that have made a significant contribution to the broad patterns of our history; or

B. The Subject Property is associated with the lives of significant persons in our past; or

C. The Subject Property embodies the distinctive characteristics of a type, period , or method of construction, or represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or

D. The Subject Property has yielded, or may yield, information important in history or prehistory.

HISTORICAL INTEGRITY

After having determined that the property is associated within a significant historical context, the next step is to determine whether or not the subject property has retained the historic integrity of those features necessary to convey its significance.

As stated before, a property must not only be historically significant under the criteria, it must also have retained its Integrity.

There are seven (7) Aspects of Integrity

Location
Design
Setting
Materials
Workmanship
Feeling
Association

To retain Historic Integrity a property will always possess several, and more often than not, most of the seven (7) aspects.

UNDERLYING DEVELOPMENTAL HISTORY

Pre-Historic & Early Historic Era

In the pre-historic era, the American southeast was inhabited by the ancestors of several Native American tribes . By the time of the Spanish Explorer Hernando De Soto's trek through Georgia in 1540, Native-American cultures had developed sophisticated, ordered societies.

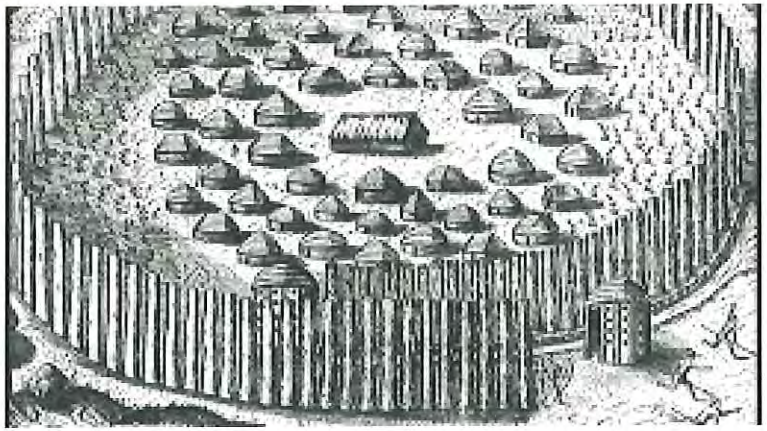


Figure 2. Theodore de Bry copper plate engraving based on paintings by Jacques Lemoyne recalling his observations of southeastern Indians in the 1560s - engraving depicts a defensive village next to a river tributary.

William C. Sturtevant - Smithsonian Institution 1966

Figure 3. Early Southeastern American Indian Tribes, Culture Areas and Linguistic Stocks. Note the demarcation of the Cherokee and the Muskogee (Creek) along the Chattahoochee River.

UNDERLYING DEVELOPMENTAL HISTORY

COLONIAL ERA

1802 Compact

The Yazoo Land Fraud of 1794 to 1803 was an unprecedented scam perpetrated by several Georgia governors in party with the Georgia state legislature to sell enormous tracts of land to friends and political insiders.

The fraud was so brazen that more land was sold than actually existed.

The contracts were later voided by state reformers, but the United States Supreme Court ultimately ruled that the contracts were legally binding and had to be honored.

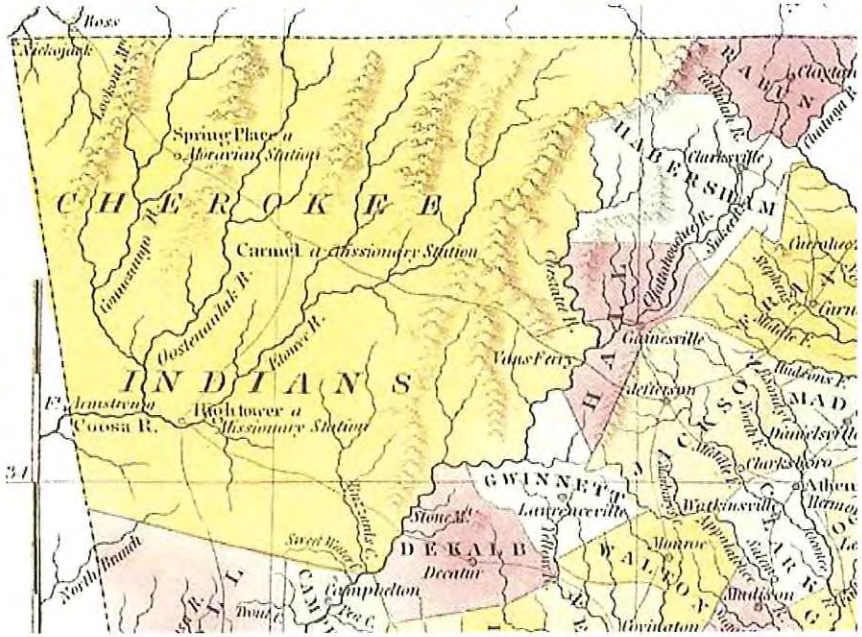
EARLY REPUBLIC

On 26 April 1802, at the strong urging of President Thomas Jefferson, and in an effort to dispense with the entangling legal problems with the United States government, Georgia ceded its western claims to the land involved in the Yazoo Land Fraud.

In exchange for the vast land holdings the state receives 1.25 million dollars and the promise of the eventual removal of the Cherokee Indians from the present-day boundaries of the state.

UNDERLYING DEVELOPMENTAL HISTORY

MAP OF CHEROKEE NATION
Circa 1830



UNDERLYING DEVELOPMENTAL HISTORY

JACKSONIAN AGE

Gold was discovered in 1828 in Dahlonega, Georgia, precipitating the Federal Indian Removal Act of 1830.

To control the hordes of prospectors and frontiersmen entering the former Cherokee Indian territory, the state of Georgia passed legislation authorizing what became known as the Gold Lottery of 1832.

This act mandated that approximately "a third of the 160-acre land districts to be laid out under the act of December 21, 1830, be designated as gold districts of 40 acres each and to be distributed in a separate lottery - so-named the 1832 Gold Lottery.

The original Cherokee Indian territory became Cherokee County by an Act of December 24, 1831. The territory was so expansive that Cherokee County was then divided into four sections, and each section was in turn divided into districts. There were 33 gold districts, and each was further divided into 40 acre "gold" lots.

A law passed on December 3, 1832, parsed the vast Cherokee County into ten counties: Cass (renamed Bartow), Cherokee, Cobb, Floyd, Forsyth, Gilmer, Lumpkin, Murray,

Paulding, and Union. In the drawing of tickets and in the granting of the land, the area was treated only as Cherokee territory. It was divided between land lots distributed by the sixth land lottery and "gold" lots that were distributed by the seventh land lottery."

Jackson had hoped that the Cherokee and other tribes would assimilate into the population as Americans. Jackson was sincere in his belief that if the Cherokee and the other tribes did not melt into the American fabric they would almost certainly face extinction. When opposition by the Cherokee leadership heightened after the Treaty of New Echota was signed in 1835, Jackson thought it a wise and humane policy to remove them to Oklahoma. Thereafter, frontier families flooded the newly acquired lands.

As the lottery winners began occupying their land, inevitable tension mounted between the settlers and the Cherokee. This culminated in the removal of the Cherokee and other tribes from Georgia to Oklahoma in 1838, later to be known as the Trail of Tears.

HISTORY OF ALPHARETTA

THE PIONEERS

Almost immediately following the Indian Removal Act of 1830, pioneers, farmers, tradesmen and the like began pouring into the sparsely populated lands of Northern Georgia.

The pioneers streamed into the territory on the same paths the Cherokee and other tribes had used for untold years. One such trail had been worn bare by the traveling Cherokee as they made their way between the North Georgia Mountains and the Chattahoochee River to the south.

On the trail, as the mountains gave way to the undulating foothills below, a resting point had been established. Like the Cherokee before, the abundant natural springs near the well-worn rest stop were what first drew the white settlers.

Its surroundings were an ideal haven for the weary traveler. This plot of land, near what was to be the Bagley House on the grounds of the current Alpharetta Methodist Church, has been occupied ever since.

NEW PROSPECT CAMP GROUND & THE GREAT AWAKENING

The rest stop quickly acquired a name — "New Prospect Camp Ground." New Prospect Camp Ground was not so much a town as it was a conglomeration of "tents" brought into spontaneous being by the Second Great Awakening, or The Great Revival as some would call it.

The Second Great Awakening, a spirited revival of protestant faith, followed the First Great Awakening of the 1730's and 40's. It began in the 1790's and lasted through the 1840's. New Prospect Camp Ground came about at the peak period of the movement. The Second Great Awakening was so successful in creating faithful religious adherents in the Deep South that it spurred what is now a common moniker, the "Bible Belt."

As to the name New Prospect Camp Ground, it is not known if the sprawling name was derived from the circuit riding preachers who were "prospecting souls" or if was named for those who were on their way north, "prospecting gold." The gleaming yellow rock had been discovered in 1828 in the North Georgia foothills. Perhaps the naming was a little of both.

New Prospect Camp Ground was a bustling place in the mid 1830's, as were many others like it throughout the state. In fact, the camp ground meetings in the Georgia were so notorious that by the latter part of the 19th century the phase "Georgia Camp Meeting" was used the world over to describe a raucous religious gathering.

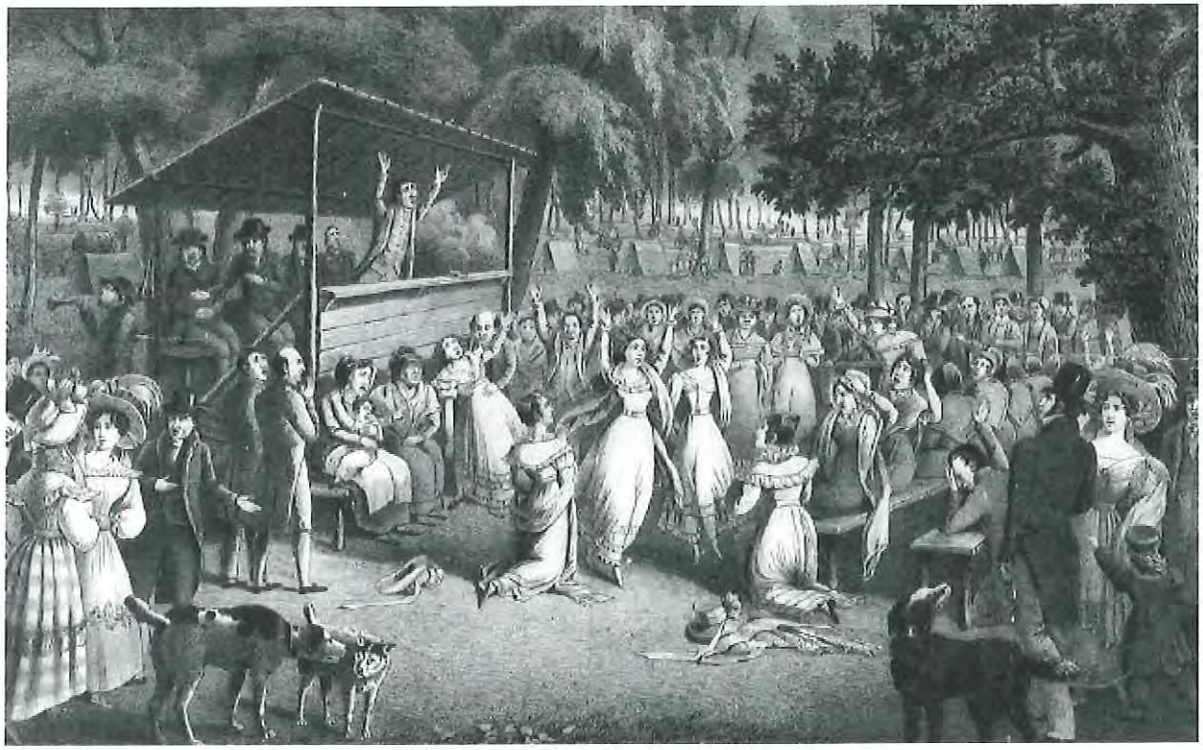
HISTORY OF ALPHARETTA

CAMP MEETINGS

The Baptists and Presbyterians had their share of Camp Meetings for sure, but it was the Methodist's who had a highly efficient system of "circuit riders." The riders were preachers who traveled from camp to camp and who mixed effortlessly with the common people. They could well relate to the hardscrabble life of the frontier family as they were living it too.

The attendees, mostly farmers, frontiersmen and their families, would gather to worship, commune, and lift their spirits after the years' crops were "laid by."

In the beginning, New Prospect Camp Ground attendees would arrive by wagon for the weeks long revivals. The women and children would sleep atop the wagons, the men underneath.



19TH CENTURY METHODIST CAMP MEETING

Before long, some of the faithful built small wooden shelters, known colloquially as "tents." They would use them year after year as they returned to the religious exposition.

The Camp Meetings were most certainly religious at their core, many would be drawn closer to God at the event. But the huge gatherings were also vacations of sorts. A yearly respite was sorely needed as the back-breaking nature of farm life could leave a body depleted as well as the soul.

HISTORY OF ALPHARETTA

THE BLUE JUNIATA BY MRS. M.D. SULLIVAN

ALPHARETTA GETS ITS NAME

When the Camp moved further north to the Holbrook Campground in 1840 (incredibly, still active in its 180th year), New Prospect continued to serve as a trading post for settlers and wayward frontier families. No longer a camp ground, the erstwhile place of worship was renamed Milton. This remained so until July of 1858 when it was christened its current name of Alpharetta.

The original Cherokee County was so vast (larger than several northern states) that it had to eventually be broken into more than a dozen smaller counties. The Georgia legislature wanted each county seat to be accessible within a one day horse ride (round trip). This explains why, except for Texas, Georgia, with 159, has more counties than any other state in the union.

The town was officially chartered on December 11th 1858 and, being in the geographical center, became the seat of the newly formed county of Milton. Its boundaries extended in a half mile radius from the courthouse.

Alpharetta has two traditions pertaining to the origin of its name. One is a variation of the mythical Indian girl named "Alfarata" immortalized in a 19th century song called "The Blue Juniata." The very popular parlor song was written in 1844 and was the first commercially successful tune written by a woman, Marion Dix Sullivan.

The other tradition is that the city's name was derived in the first part from the first letter of the Greek Alphabet — Alpha. And in the second part combined with retta which means a line traced by a point traveling in a constant direction; a line of zero curvature. This is possibly a reference to the straight path emanating from the mountains and tracing southward to the Chattahoochee River. Perhaps, like its original name, the genesis of Alpharetta's name is a little of both traditions.

It wasn't long, just two and one-half years after the city's official charter, that the Civil War broke out. The fighting did not reach the city (though it did occur in Roswell, just seven miles to the southwest) but many of its sons lost their lives in battles fought far and wide. However, a mid-war smallpox outbreak in 1863 devastated the population already reeling from the loss of their men folk.

After the "War Between the States" as many Southerners would call it, Alpharetta's fortunes rose and fell with that of "King Cotton." Cotton was so named because it was the South's greatest cash crop.

HISTORY OF ALPHARETTA

Boll Weevil

Alpharetta boasted one or more cotton gins who churned out the valuable white fiber for use by the textile mills in nearby Roswell. For most of the latter part if the 19th century and into the early 20th the cotton farmers and gins thrived. But in 1915 all that changed.

First discovered in Texas in the later part of the 19th century the Boll Weevil is at once both a great catastrophe and a great blessing to the South. The swarming insect utterly devastated the outh's main industry in just a few short years.

Just the year before its arrival in Georgia over 5.2 million acres of cotton were planted and harvested. By 1923 that number was slashed in half to just 2.6 million acres as the rabid insect wreaked havoc across the state.

Great Depression & Today

This, along with the onset of the Great Depression sent Alpharetta and all of Milton County into a debt spiral from which they could not recover. On January 1932 Milton County merged with its wealthier neighbor to the south, Fulton County. This brought much needed relief to the citizens of Alpharetta. The towns farmers made bold moves themselves, diversifying into other crops and livestock to earn a living. This lack of reliance on one commodity allowed Alpharetta's citizens to better weather the storms of the 1930's and 40's.

Alpharetta remained a sleepy North Georgia town for most of the 20th century until state road Georgia 400 bisected the city as it punched its way northward. This brought unprecedented growth to the city. In 1980 there were but 3100 people in the city. Alpharetta now boasts nearly 70,000 citizens, making it the 12th largest city in Georgia.

HISTORICAL SIGNIFICANCE CRITERIA

The quality of Historical Significance in American history, architecture, archeology, engineering, and culture, is deemed present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association, and which possesses one or more of the following;

1. The Subject Property is associated with events that have made a significant contribution to the broad patterns of our history; or

2. The Subject Property is associated with the lives of significant persons in our past; or

3. The Subject Property embodies the distinctive characteristics of a type, period , or method of construction, or represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or

4. The Subject Property has yielded, or may yield, information important in history or prehistory.

Historical Significance

Following is the chain of title to the land as ascertained in public records. As indicated earlier we were unable to locate the earlier records as they were lost to fire or otherwise misplaced.

Chain of Title

Isham Teasley appears to be the first owner of record. Mr. Teasley owned a grist mill, sawmill and a cotton gin in Alpharetta, none of which were associated with the current structure. He did own the land to the west which was the original site of New Prospect Camp Ground. In 1871 he donated that land to the Alpharetta United Methodist Church which has occupied it ever since.

The Gardner Family purchased the property as part of a larger tract. According to deed records, the Gardner family acquired land and the built the present dwelling in 1930.

Mrs. Mable W. Donaldson purchased the property in 1964 from John Sherman Garner.

Gene & Dianne Spiegel purchased the property from Mrs. Donaldson in 1978.

Phillip R. Monzo acquired the property in 2003

KBL Investments, LLC purchased the property from Phillip Ross Monzo in April of 2018

Having surveyed and researched the public records associated with the subject property we were unable to qualify it using the Historical Significance Criteria as outlined herein. While Isham Teasley (1807-1883), who along with his family were prominent in early Alpharetta history, and, at one time owned the land where the current property exists, the family in fact owned a great deal of property all over north Atlanta and beyond thus making this property just one of many. There are no surviving structures associated with the Teasley family on the property.

The Gardner family built the current dwelling and owned the property for some fifty years. They were no doubt fine citizens of Alpharetta but we were unable to determine that the family made significant contributions to the broad historical patterns of either Alpharetta, Georgia or the Nation's history. The subsequent owners, having acquired the property within the last fifty years do not fall into the prescribed timeline for historical surveying.

Historical Integrity

7 ASPECTS OF HISTORICAL INTEGRITY

As stated before, a property must not only be historically significant under the criteria, it must also have retained it Integrity.

There are seven (7) Aspects of Integrity

- Location
- Design
- Setting
- Materials
- Workmanship
- Feeling
- Association

To retain Historic Integrity a property will always possess several, and more often than not, most of the seven (7) aspects.

INTRODUCTION

The subject property, having an address at 133 Cumming Street, Alpharetta, Georgia, is of the New South Cottage Type, in the Folk Victorian Style, one story, single family dwelling, circa 1930. This architectural type and style was quite common beginning in the 1870's and remained popular through 1910's in urban environments and even well into the 1930's in rural areas. This particular style house was built in very large numbers across Georgia.

The Folk Victorian typically integrated the general forms of its more elaborate cousins, the Victorian and Queen Anne but with much simpler architectural accoutrements.

They usually boasted high-quality interior elements which were being massed produced and made more accessible due to the expansion of the nation's railroads. These manufactured interior elements were typically ordered from a catalogue and liberally incorporated into simple floor plans (see multiple installations of the same fireplace in Appendix 1).

The subject property is typical of its type (New South Cottage) in that it places an emphasis on symmetry and has a central hallway flanked by multiple rooms. It resembles the more richly appointed Queen Anne type in that it has a central square mass with protections to the front and rear. It has a medium-pitched, front and side facing gabled roof elements, and a slightly elevated veranda which wraps around the house from the front door to the rear side.

The structure was originally built as a residential dwelling and has remained so throughout its existence. It has been modified on multiple occasions to increase the interior square footage, presumably to improve the utility of its floor plan.

Each entrance, three in total, is accessible above grade on the porch elements.

Accompanying the main building is a single-pen detached shed with a covered vehicle port (see page 18).

Historical Integrity

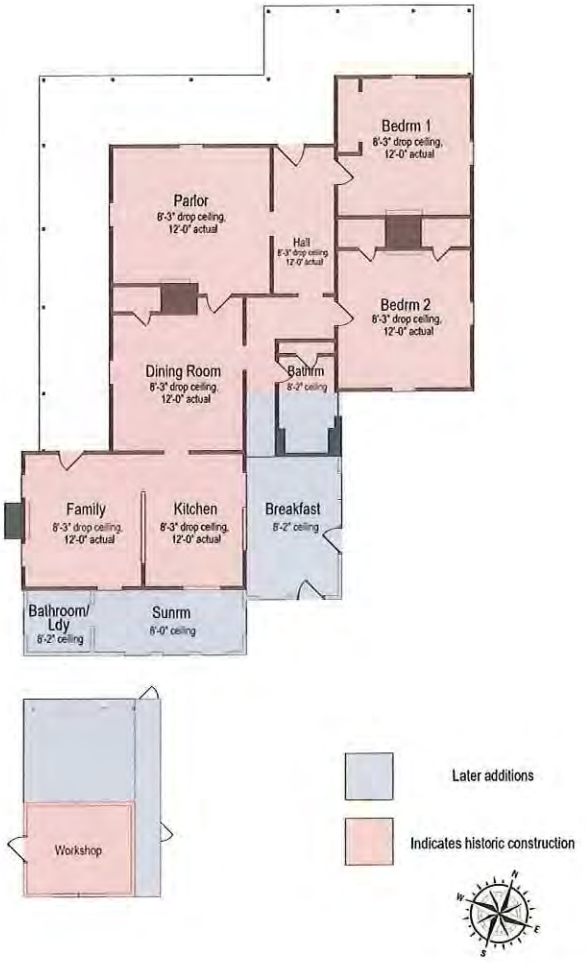
Main Level

The main level (see floor plan to right) originally had five main rooms and a bath. The original interior pine plank walls and have been covered with most of the original being clad with sheetrock. The ceiling heights are unusually low for a pre-air conditioned home of the 1930's They were originally 13 feet as high ceilings were of paramount importance in dissipating low level heat in the days before central air conditioning (See Appendix 2). The ceilings were lowered likely when central heating and air conditioning were installed to reduce electricity costs. Each of the original 5 main rooms were originally heated by wood-fueled fire places.

The lone access to the attic, is located in the living room closet. The attic access is cumbersome and was constructed in a fashion commensurate with its infrequent use (Appendix 3).

Most of the original floor to ceiling windows remain with a great many still having the original lead weighted pulley closure systems intact. The 2 over 2 glazed single-pane windows are typical of early -twentieth century manufacturing (Appendix 4). The single-pane windows in both enclosed patio are an outlier as they were installed as part of a later alteration (Appendix 5). Storm doors and windows have been installed in several locations

The exterior of the original structure features wood clapboard while the additions are clad in 5 inch weathered clapboard and fastened with machine-cut nails (see page 20). A portion of the exterior has been subsequently repaired and maintained with round-head nails of later manufacture.



Historical Integrity

SINGLE PEN SHED - LIKELY ORIGINAL TO HOUSE

ATTIC / ROOF

The subject property has a medium-pitched roof constructed of original machine cut 2 x 4 rafters and collar ties. Some of the props and purlins are newly installed and likely so due to typical sagging in the roofline. The upper ceiling joists (The original ceiling height was 13 feet) are also original. As mentioned before, the ceiling was lowered a some point in the recent past, most likely when central air conditioning and heating were added to cut down on electricity use. The decking consists of wide-plank pine. All the roof framing components appear to be original save some of the afore-mentioned purlins and props.

The flues are also original to the house and may require repointing of mortar in the upper regions near the roof line. The bricks used in the chimney construction appear to be original to the house as well.

FOUNDATION & FLOOR ASSEMBLY

The foundation consists of stacked and mortared native fieldstone and brick piers with some cinder block pier reinforcements which appear to have been added later to repair deflection in the floor joist due to settling. The Floor beams and joists are of mortar and tenon construction (Appendix 6) The rear-exposed elevations are part of a late renovation and are of wood-framed construction attached to the original joists and beams with hangers..

OUTBUILDING

The outbuilding is a detached single-pen, wood-framed structure clad with wood clapboard siding with no defining characteristics but a common building type (see photo at left).

Historical Integrity

ADDITIONS & SUBTRACTIONS

The additions and subtractions as can be best ascertained are as follows:

The rear porch was enclosed to create a sunroom and laundry room on the southern end of the house, including windows and doors, yielding a single modest size room. The porch on the southeastern side of the residence was enclosed as well to create what appears to be a breakfast room. The fenestrations (both windows and doors) are of a different, more recent origin than the main house (Appendix 5) and the roof construction consist of exposed tail rafters and a asphalt-shingled shed roof

The original roof shingle material has been replaced with modern asphalt material. Most all the roof penetrations are modern as well.

LATER ADDITIONS IN BLUE

Historical Integrity

Historical Integrity Finding

The subject property exhibits sufficient architectural integrity depending on the elevation in question. The changes include western, and southern facade additions, with accompanying changes in fenestration substituting non-period building materials from the latter part of the 20th century.

The northern and western elevations have not undergone modification, save the removable storm doors which are not significant factors in excluding the dwelling from being designated a historic resource on the basis of three of the seven Integrity Criteria - Design, Materials and Workmanship.

It is our opinion that the remaining four criteria (Location, Setting, Feeling & Association), which are related to Historical Significance, were not present in the subject property.

The guidelines provide that the Historical Integrity must necessary follow the Historical Significance in evaluating a potential historic resource.

Eastern Elevation

Appendix

1

Living Room Mantle

Bedroom 1 Mantle

Bedroom 2 Mantle

2

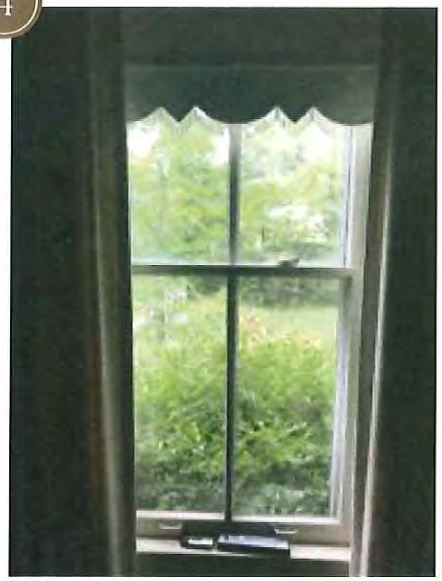
Note Original Tongue and Grove Painted Pine Ceiling 5 feet above added ceiling.

3

Attic Access altered to make room for water eater

Appendix

4



Original 2 over 2 single pane glazed floor to ceiling windows. The large surface area allowed the occupant to control the temperature of the house by both adjusting the amount of light allowed in and opening the upper and lower windows alternately to make it either for a breeze below or heat to escape above.

5

Late 20th century manufactured windows

Appendix

6

Stone Piers and Mortar & Tenon Beams and Joists

7

Simplified Victorian and Queen Anne Elements
typical of Folk Victorian Style
Posts (left) and Gable (right)

Appendix

8

Two Layers of Wallpaper . Neither is original as the Original Walls of Plank Pine are covered with sheet rock

9

Original Heart Pine Floors are Intact

10

Pecan Tree
Likely Dates to Original House

NEARBY HISTORIC RESOURCES

11

B.F. SHIRLEY HOUSE — CIRCA 1910

12

LEWIS-MANNING HOUSE — CIRCA 1895

Preservationist Guild

BRINGING THE PAST BACK TO LIFE

Architecture is nothing less than the physical enactment of our human aspirations. It mirrors how we see the world in our time.

But as with any large question, the answer often begets many more; are our aspirations beautiful or mundane? Large or small? Lofty or crude? What will we leave in our wake to inform the yet unborn of who we once were? How does it serve our needs in our time and also transcend the present?

At The Preservationist Guild, these are the questions we strive to answer.

"WHERE THE SPIRIT DOES NOT WORK WITH THE HAND, THERE IS NO ART."

LEONARDO DA VINCI

WHERE THE PAST IS ALWAYS PRESENT

AN AMERICAN HISTORY GUILD COMPANY

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Community Development
Submitted By:
Sponsored By: Council Member Burnett
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: PH-19-07 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SMOKE SHOP AND TOBACCO STORE (1ST READING)
SPONSOR: COUNCIL MEMBER BURNETT
CONSIDERATION OF TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE RELATED TO 'SMOKE SHOP AND TOBACCO STORE' REGULATIONS.

II. RECOMMENDATION:

Approve amendments to the Unified Development Code as it relates to 'Smoke Shop and Tobacco Store'.

III. REPORT IN BRIEF:

Consideration of text amendments to the Unified Development Code related to 'Smoke Shop and Tobacco Store' regulations.

IV. ALTERNATIVES:

V. ATTACHMENTS:

UDC Smoke Shop and Tobacco Store CC Staff Report, Alpharetta Smoke Vape Shops Map, Alpharetta Vape Shops Only Map, Smoke Shop Definition and Zoning with City Attorney Suggestions, Table 2.2 List of Permissable and Conditional Uses

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-19-07 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SMOKE SHOP AND TOBACCO STORE

CITY COUNCIL: SEPTEMBER 23, 2019

This item was heard at the September 5, 2019 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended to approve the item. Vote (7-0)

II. RECOMMENDATION:

Approve amendments to the Unified Development Code as it relates to 'Smoke Shop and Tobacco Store'.

III. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Subsection 1.4 Definitions.

Staff proposes to an amendment to the definition of 'Smoke Shop and Tobacco Store' to address vape products, as well as distance requirements from certain uses. 'Smoke Shop and Tobacco Store' is permitted by right in the LI (Light Industrial) zoning district and as a conditional use in the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts.

IV. ATTACHMENTS:

- UDC Strike Through and Underline Edits

Smoke Shops in

Alpharetta

Big Bang Vape Co.
800 N. Main St. Ste. 210

Cutters Cigar & Spirits
4915 Windward Pkwy

V8P Bar Alpharetta
875 North Main St Ste. 356

Liberty Hall
33 S. Main St.

Tinder Box
131 S. Main St. Ste. G

Alpha Smoke
1805 Hembree Rd

Water Cloud Vapor Co.
3710 Old Milton Pkwy Ste. 103

Cigar Plus
4055 Old Milton Pkwy Ste. 8

Conditional Use Approved

CU-18-01 - V8P Bar Alpharetta (Windward Promenade)

CU-17-02 - Cutter's Cigar (4915 Windward Pkwy)

Pre-existing

Big Bang Vape Co.

Alpha Smoke

Tinder Box

Water Cloud Vapor Co.

Cigar Plus

Vape Sales

No Vape Sales

5.20.19

City of Alpharetta

Alpharetta

Smoke Shops with Vape Sales

Big Bang Vape Co.
800 N. Main St. Ste. 210

V8P Bar Alpharetta
875 North Main St Ste. 356

Alpha Smoke
1805 Hembree Rd

Water Cloud Vapor Co.
3710 Old Milton Pkwy Ste. 103

Cigar Plus
4055 Old Milton Pkwy Ste. 8

5.20.19

City of Alpharetta

SECTION 1.4 - DEFINITIONS

1.4.1 Use of words and phrases.

For the purpose of this Ordinance, the following shall apply to the use of words and phrases:

A. Words used in the present tense include the future tense. Words used in the singular tense include the plural tense, and words used in the plural tense include the singular tense. The masculine person "his" also means "her."

B. The word "shall" is always mandatory and not discretionary.

C. The word "may" is permissive.

D. The word "and" indicates that all of the conditions, requirements, or factors so connected must be met or fulfilled, whereas the word "or" indicates that at least one condition, requirement, or factor so connected must be met.

E. The term "such as" is intended to introduce one or more examples in illustration of a requirement or point, and is used herein to mean "including but not limited to the following."

F. The word "structure" includes the word "building."

G. The word "lot" shall include the words "plot," "tract," "parcel," and "property."

H. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."

I. The verbs "zone" and "rezone" have the same meaning and refer to the act of amending the Official Zoning Map through the process established by this Ordinance.

J. The nouns "zone," "zoning district" and "district" have the same meaning and refer to the Zoning Districts established under this Ordinance.

K. All words and phrases shall be interpreted within the context of the sentence, Section and Article in which they occur.

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Acceleration Lane. An added roadway lane which permits integration and merging of slower moving vehicles into the main vehicular stream.

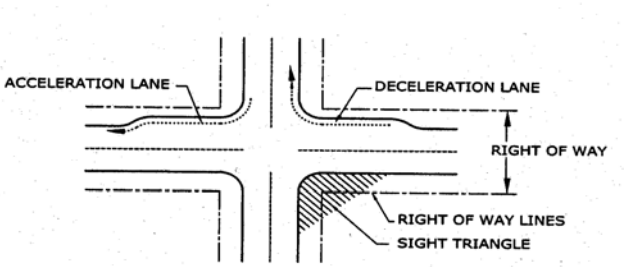


FIGURE 1

Access. A way or means of approach to provide physical entrance to a property.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

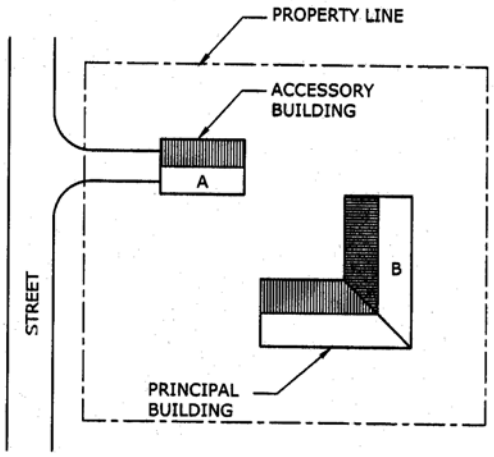


FIGURE 2

Accessory Use. A use customarily incidental and subordinate to the principal use and located on the same lot with such principal use.

Acre. A measure of land area containing 43,560 square feet.

1. *Acreage, Gross.* The total area of a property measured in acres and fractions thereof rounded to the nearest one-tenth acre.
2. *Acreage, Net.* The total buildable area of a property measured in acres to the nearest one-tenth, as existed when originally approved for its current zoning district, less any flood plain, easements and land dedicated to and accepted for streets or other public improvements by the City.

Adult Book Store. A retail establishment, a majority of whose inventory consists of books, magazines, videotapes and similar materials containing sexual activities or specified anatomical parts.

Airport. A property or structure licensed and approved by the Federal Aviation Administration where fixed wing aircraft or helicopters can land and take off, which may be equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

Aisle. The traveled way, which is not the public right-of-way, by which cars enter and depart parking spaces.

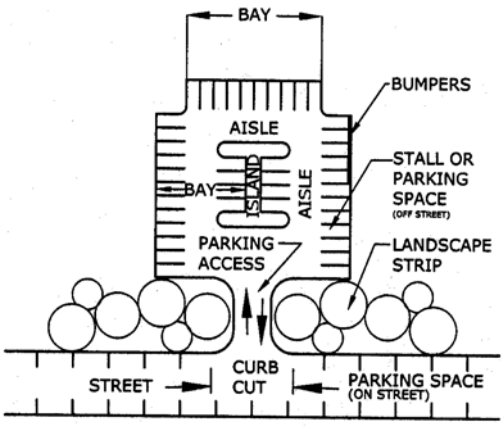


FIGURE 3

Alley. A non-exclusive private easement or publicly dedicated service way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to a building; any change in use; or any relocation of a building from one location or position to another.

Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience.

Amenity. A natural or man-made feature which is intended to enhance or make more attractive or satisfying a particular property.

Animal Hospital, Large Animals. A place where horses, cattle, sheep or other animals normally kept in agricultural settings are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Animal Hospital, Small Animals. A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Annexation. The incorporation of a land area into the City with a resulting change in the city limit boundaries.

Antenna. See Section 2.8 for definition of 'antenna.'

Apartment. One or more rooms comprising an independent dwelling unit in a 'For-Rent' building.

Applicant. Any person making a request to the City for any approval, permit or authorization under the procedures contained in this Ordinance.

Art Galleries. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This does not include libraries, museums, or non-commercial art galleries, or where such display of art is incidental to the primary use.

Asphalt Plant. A business which manufactures, mixes, or blends asphaltic products for distribution.

Assisted Living Facility. See Congregate Housing.

Associations. An organization of persons having common interests or purposes.

Auditorium. An indoor building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Auto Sales and Leasing. The use of any building, land area, or other premises or portions thereof, for the display, sales or lease of automobiles, trucks, vans, trailers or recreational vehicles, including internet transactions where most vehicles are not stored on site.

Automobile. A self-propelled, free moving vehicle, with at least four but no more than six wheels, designed primarily for the transportation of passengers or for conveyance of up to two tons of materials on a street or roadway.

Automobile Service Station. Any building, land area or other premises, or portion thereof used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries and similar accessories, or the provision of tune-up or light maintenance services for vehicles.

Automotive Service Establishment. A business principally engaged in the repair of automobiles or other motorized vehicles, or the installation or repair of equipment or parts on motorized vehicles such as mufflers, brakes, tires, radios, transmissions, and engines or engine parts.

Bakery. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service.

Bank. A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. This may include credit unions, savings and loans, and traditional banks.

Barber Shop. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.

Basement. An area below the first floor of a building used for storage, garages, and utilities or for common use of the occupants of the building. A basement used for any one or more of the above purposes shall not be counted as a story.

Beauty Shop. Any commercial establishment, residence, vehicle, or other establishment, place, or event wherein cosmetology is offered or practiced on a regular basis for compensation, excluding such types of services requiring customers to disrobe.

Bed and Breakfast. A building in which lodging and meals are provided for no more than 15 guest and meals are served in a common dining room.

Berm. A mound of earth, or the act of pushing earth into a mound.

Block. A tract of land bounded by streets or a combination of streets and public land, rights-of-way or any other barrier to the community or development.

Board of Appeals. The appointed Board of Appeals of the City of Alpharetta.

Boarding House. A dwelling where more than two, but fewer than six rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Book or Stationery Store. An establishment for the sale or distribution of books and miscellaneous stationery by direct retail sales to the public.

Bottled Gas Storage and Distribution. An establishment where gas is stored for wholesale distribution.

Boutique Hotel. A high quality hotel which contains less than 120 rooms located in a unique setting, such as the City's Downtown, mixed-use developments and/or an entertainment district. The building shall reflect a unique exterior architecture and interior design compatible with the area in which the hotel is located. The boutique hotel shall provide guests with high quality services, such as, but not limited to, concierge, on-site restaurant, room service, meeting space, business center, banquet facilities, spas, doormen, valet parking, boutiques and/or other amenities. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Brewery. A facility where malt beverages are manufactured or brewed.

Broadcasting Studio. An establishment for the dissemination of radio, television, satellite, or similar medium, which may include a transmission tower.

Buffer Area or Buffer Strip. That portion of a lot set aside for open space and screening purposes pursuant to applicable provisions of this Ordinance to separate different zoning districts or uses on one property from uses on another property. A required set back area may not be included in a required buffer area or visa-versa.

Buffer, Undisturbed. An area of land as defined above that exists in its natural state without intrusion or alteration. The addition of landscaping into areas of sparse vegetation within undisturbed buffers does not constitute intrusion or alteration.

Buildable Area. See "Lot Building Area."

Builder's Equipment. An area designed or intended for the storage and use of equipment or materials common in the construction trade. This may not include sales of such equipment or materials.

Building. Any structure built for or intended for occupancy, storage or shelter of persons, animals, personal or business property, or machinery of any kind which is entirely separated from any other structure.

Building Code. The latest edition of all codes relating to the construction of buildings and their mechanical, electrical and other systems, as adopted by the City of Alpharetta pursuant to the Georgia Uniform Building Code Act and also referred to as the Standard Building Code.

Building Frontage. The linear width of a building facing or most nearly facing a street.

Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.

Building Inspector. The Building Official of the City of Alpharetta or the Building Official's designated representative.

Building Site. A parcel or lot or land occupied or intended to be occupied by a building or structure having not less than the minimum area permitted by the code.

Bus Shelter. A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

Car Wash. Any building or premises or portions thereof dedicated to use for washing automobiles; or a structure containing facilities for washing automobiles.

Carpenter Shop. An establishment utilized for the manufacture or assemblage of wood into usable forms for sale and distribution.

Carpet and Rug Sales. An establishment for the retail or wholesale sale of floor coverings.

Cemetery. Land used or dedicated to the burial or internment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities.

Center Line of Street. Any line surveyed as such by the City of Alpharetta or the Georgia Department of Transportation or their designee, or, if no such survey exists, the line which is midway between the edge of pavement or back of curb of a street.

Central Business District (CBD). That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west. (see page 2-103)

Certificate of Occupancy. A document issued by the Director indicating that a particular building conforms with the requirements of this Ordinance and the building is complete and ready for use.

Church. A facility incorporating one or more buildings where religious services are conducted.

City. The City of Alpharetta, Georgia.

City Administrator. The Chief Operating Officer of the City of Alpharetta or his designee.

City Clerk. The City Clerk of Alpharetta, Georgia, or the City Clerk's designated representative.

City Council or Mayor and Council. The legally constituted and elected governing body of the City of Alpharetta, Georgia.

Clinic. An establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists, medical professionals, or social workers and where patients are not usually lodged overnight.

Club. Buildings and facilities owned or operated by an association or persons for a social or recreational purpose.

Collection Box. A container, trailer, vehicle or other structure, used for the purpose of acquiring donated goods, by a for-profit or not-for-profit entity.

Commercial Parking Lot. An area or structure dedicated to the temporary storage of automobiles or other vehicles for periods of less than 24 hours for a fee, operated as the principal use of the property or structure.

Community Development Director. The Director of the Community Development Department or his designee.

Comprehensive Plan (CP). The long-range plan for guiding development in the City of Alpharetta and the City's urban area to a point in time at least 15 years from when the plan was adopted, with the overall goal being to accommodate development in a timely, orderly, and efficient arrangement of land uses and public facilities and services that meet the needs of present and future residents and businesses.

Concept Plan. A generalized map presenting an image or representation of a proposed development, and showing those plan elements as further required by this Ordinance.

Concrete Plant. A business which manufactures, mixes, or blends concrete products for distribution.

Conditional Use. A use that generally would not be appropriate throughout a zoning district but which, if controlled as to visual appearance, number, area, height, location, or relation to abutting or nearby uses, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted only in zoning districts specified in this Ordinance and are subject to conditions and approval by the Mayor and Council.

Condominium. A legal form of multiple ownership consisting of a building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Condominium, Office. An office building (or group of buildings) organized, owned and maintained as a condominium.

Condominium, Residential. A building type consisting of individual units located within a single structure. The structure normally has at least two, but no more than six stories. The structure is designed to appear as a single building with no architectural distinction between the units. Architectural elements such as materials, colors and windows are repeated consistently throughout the building and there is usually a single roof element and a single point of primary entry. The architectural style typically expresses the horizontal lines of the building which then accentuates the floors of the building as a primary visual element. The common areas of the building such as the elevators and lobby may be expressed as special features on the main elevations of the structure.

Congregate Housing. Any group dwelling or facility licensed by the state, public or private, which for gain or otherwise, regularly provides one or more persons with assisted living care. The term "assisted living care" means specialized care and services including the provision of personal services, the administration of medications by a certified medication aide and the provision of assisted self-preservation. The term "personal services" includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance, essential activities of daily living such as eating, bathing, grooming, dressing, toileting, ambulation and transfer. The term "assisted self-preservation" means the capacity of a resident to be evacuated from an assisted living facility to a designated point of safety and within an established period of time as determined by the Office of Fire Safety Commissioner. Assisted self-preservation is a function of all of the following:

1. The condition of the individual.
2. The assistance that is available to be provided to the individual by the staff of the assisted living facility; and
3. The construction of the building in which the assisted living facility is housed, including whether such building meets the state fire safety requirements applicable to an existing health care occupancy.

Construction Trailer. A temporary structure used as an office and located on an active construction site.

Contractor's Office with outside storage. A room or group of rooms used for conducting business that includes an enclosed exterior space for the storage of business related equipment and supplies.

Contractor's Office without outside storage. A room or group of rooms used for conducting business that does not use any exterior storage area.

Convenience Center with Gas Pumps. A facility that combines a small retail store with the sale and dispensing of gasoline products.

Convenience Store. A retail establishment primarily selling packaged food and household convenience items, which may also dispense automobile fuel, oil and accessories. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Craftsman Shop or Studio. A facility where products are made or serviced on an individual basis without the use of mechanized or assembly line production equipment.

Curb Break or Curb Cut. Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.

Data Center. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or data processing equipment or systems.

Day Care Center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the State of Georgia as a group day care home or day care center, which enrolls therein for pay, for supervision and care, seven or more children or adults. Such facility may provide supervision, care, education, recreation and specialized programmings but does not provide overnight accommodations.

Deed. An instrument that conveys or transfers title to land or other real property.

Density. The average number of dwelling units or gross square feet of building floor area per gross acre of land. For an individual property, the density shall be calculated by dividing the total dwelling units or gross square footage of the building by the total gross acres of the property that existed when originally approved for its current zoning district.

Design Review Board. The Design Review Board of the City of Alpharetta, as established by this Ordinance and appointed by the Mayor and Council.

Development Activity. The construction of public improvements, site improvements, or buildings, including any alteration of a property in preparation for such construction. Development Activity shall also include the "thinning" or removal of trees from undeveloped land in conjunction with a forest management program, and the removal of trees incidental to the development of land or to the marketing of land for development.

Director. Unless otherwise specified, the Director of Community Development of the City of Alpharetta, Georgia, or the Director's designated representative.

Discount Store. A retail store that sells new or used goods or products at prices lower than traditional retail outlets. Discount stores principally engage in offering a category of similar goods or a wide assortment of goods for sale to the general public.

Distillery. A facility where distilled spirits are manufactured (distilled, rectified or blended).

Drainage. See Article III, Section 3.1 for all definitions relating to drainage and storm water control.

Drive or Driveway. A surfaced asphalt or concrete area on a lot which provides direct access for vehicles between a street and a private garage, carport or other permitted parking space or parking area or loading area.

Dry cleaning, pick-up station. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Dry cleaning plant. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and/or agitation, and other processes incidental thereto.

Duplex (or semi-detached). A building type consisting of two independent units that are attached by a common side wall, floor and/or ceiling. Such units normally have at least two, but no more than four floors. These units may share a common front door and are sometimes designed to appear as a single unit.

Dwelling, 'For-Rent' (Downtown Overlay).

a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant and located within the Downtown Overlay (map A).

b. Building—A structure incorporating multiple rental units. (See Apartments.)

c. See Section 2.7 Standards for Downtown Overlay.

Dwelling, 'For-Rent' (Outside of Downtown Overlay).

a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant.

b. Building—A structure incorporating multiple rental units. (See Apartment.)

c. See Section 2.7 Standards for Units (outside of Downtown Overlay).

Dwelling, 'For-Sale'.

a. Detached—A free-standing residential unit designed to be purchased and occupied by a single family.

b. Attached—A residential unit attached to other residential units and designed to be purchased and occupied by a single family.

c. Condominium—A type of property ownership in which a 'For-Sale' unit is purchased and the purchaser of each unit acquires full title to the unit and an undivided interest in the common elements (the land, roof, elevator, etc.).

Dwelling, Group. A building or portion of a building occupied or intended for occupancy by a number of unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes but is not limited to the terms rooming house, apartment hotel, nursing home, fraternity or sorority house, YMCA or YWCA. A hotel, motel or bed and breakfast tourist home shall not be deemed to be a group dwelling as herein defined.

Dwelling Unit. One or more rooms connected together and constituting a separate, independent housekeeping establishment designed for use by one family with provision for cooking, eating, sleeping, bathing and personal sanitation, and physically set apart from any other rooms or dwelling units in the same structure or another structure.

Easement. A grant by a property owner of any designated part of a property for the use by another for a specified purpose without transfer of title or right of ownership.

Egress. An exit.

Electric power yards, substation. All equipment, fixtures, and personal property operated or maintained in connection with the production of electricity using any source of thermal, steam, wind, or solar energy with a generating capacity of more than 500 kilowatts and less than 50 megawatts.

Existing Use. The use of a lot or structure at the current time or another time if so designated.

Extended Stay Hotel. A building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses. See, Section 2.7.3.

Family. One or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, living and cooking together as a single, nonprofit housekeeping unit.

Family Day Care Home. An accessory use within a private residence, licensed by or registered with the State of Georgia as a family day care home, operated by the occupant of the dwelling who enrolls for pay, for supervision and care without overnight accommodations, three but not more than six children or adults.

Fast Food Restaurant. See Restaurant, Drive-thru or Fast Food.

Fence. A structure made of manufactured materials—and used for the purpose of defining a boundary, creating an enclosure, providing security, privacy or screening, or as a means of protection.

Flood Control. See Article III, Section 3.4, for definitions relating to flooding and flood control.

Floor Area. The total number of square feet of heated floor space within the exterior walls of a building.

Floor, First. The location within a building in which the primary egress and ingress are provided.

Florist, Retail With Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is permitted as a normal accessory use.

Florist, Retail Without Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is not permitted.

Frontage Lot or Street Frontage. The width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Funeral Home. A building used for the preparation of deceased human beings for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

Future Land Use Map. The map named as such and contained in the Comprehensive Plan that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.

Garage Sale. The sale or offering for sale of miscellaneous personal items on a residential zoned lot, (not including churches and schools).

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gasoline Station. A facility where primary use is the dispensation of fuels. (Also see Convenience Center with Gas Pumps)

Gazebo. An accessory, open air structure not exceeding 300 sq. ft. in size.

Governing Body. The Mayor and Council of the City of Alpharetta, Georgia, under whose authority this Ordinance is enacted into law, administered, and enforced.

Grade. The degree rise or descent of a sloping surface. The average elevation of the sidewalk or crown of road surrounding a building site.

Grade, Finished. See Section 3.1, "Site Grading and Land Disturbance."

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale or for personal enjoyment.

Greenspace. All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by manmade materials or structures such as buildings or paving.

Group Home. A dwelling shared by four or fewer persons, excluding resident owner, (or no more than six persons including the resident owner), who live together as a single housekeeping unit and in a long term, family-like environment in which the resident owner, serving as the primary caregiver to the residents, provides care, education and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. 1. No group home shall be located within 2,000 ft. of another group home as measured at the property line. 2. A group home shall be limited to one structure and multiple structures located near one another shall not be considered components of one group home. Each structure shall meet distance requirements. The term "group home" shall not include a halfway house, a treatment center for alcoholism or drug abuse, and work release facility for convicts or ex-convicts, a home for detention and/or rehabilitation of juveniles adjudged delinquent or unruly and placed in custody of the state or other housing facilities serving as an alternate to incarceration. The term "group home" shall also not allow the use of a dwelling as an apartment or duplex. A "group home" shall not allow use of the dwelling as a home for individuals on parole, probation, or convicted and released from incarceration, for any crimes including child molestation, aggravated child molestation, or child sexual abuse, as defined in O.C.G.A. 16-6-4 or individuals required to register as sex offenders pursuant to O.C.G.A. 42-1-12. A group home may include a home for the handicapped. As used in this subsection, the term "handicapped" shall mean:

1. Having a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
2. Having a record of having such an impairment; or
3. Being regarded as having impairment.

However, the term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals.

Hardware Store. A facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliance, garden supplies, etc.; if greater than 30,000 square feet, such a facility is a Home Improvement Center.

Historic Business District. That portion of the Central Business District bounded by Church Street to the north, Highway 9 to the east, Marietta Street to the south and Milton High School to the west. (see page 2-122)

Home Improvement Center. A facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, houseware and household appliances, garden supplies, and cutlery.

Home Occupation. Any activity carried out as a business and/or for profit by the resident and conducted as an accessory use in the resident's dwelling unit.

Hospital. A building providing primary or tertiary health services and medical or surgical care to persons including in-patients and out-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

Hotel (or Motel). A building in which lodging along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service and fitness center, are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Hotel services shall include the provision of food and beverage services suitable for both guests and groups, on-site restaurant, lounges, group meeting spaces with banquet facilities and selective amenities, such as but not limited to spas, banquet rooms, doormen, valet parking, concierge, and high-end restaurant and boutiques. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Improvements. The buildings, public utilities and facilities, and accessory structures built on or serving a property.

A. *Public Improvements.* Any structure, owned by or to be dedicated to a government or a utility regulated by the Georgia Public Service Commission, together with its associated public land, easement or right-of-way, necessary to provide transportation, drainage, public or private utilities, or other public services such as education, recreation, or public safety.

B. *Site Improvements.* Any structure, other than a principal building or a structure intended for dedication to public ownership, constructed to support or provide for the use or occupancy of a property, such as driveways, parking and loading areas, retaining walls and other earthen works, erosion and sedimentation control facilities, stormwater drains and detention facilities, and connections to public water, sewer or other utilities.

Industrial Park. A development that contains a number of separate industrial buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Industrialized Buildings. Prefabricated structures as defined in O.C.G.A. 110-2 and usually used for a limited time period such as for a site construction office, portable classroom and site real estate office.

Ingress. Access or entry.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signing or lighting.

Junk or Salvage Yards. Any area, lot, land, parcel, building or structure or part thereof used for the storage, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or

discarded goods, materials, machinery or two or more unregistered, inoperable vehicles or other type of junk. See Also "Recycling Center."

Kennel. An establishment in which more than six dogs or other domesticated animals more than one year old may be housed, groomed, bred, boarded, trained or sold.

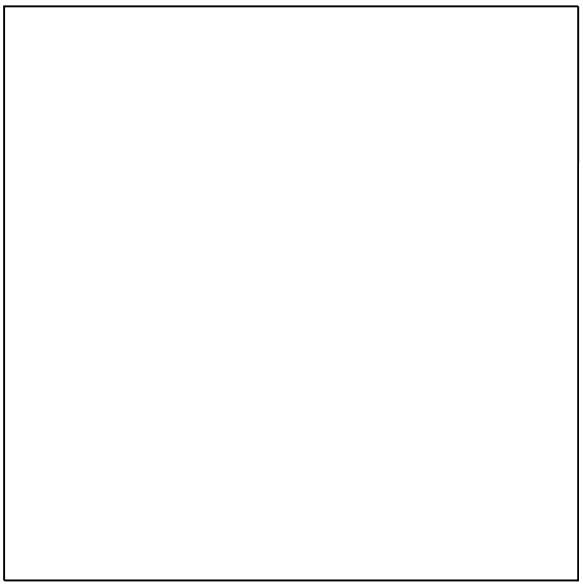
Land Disturbance Permit. A permit issued by the City that authorizes Development Activity, and includes, but is not limited to, activity related to soil erosion control, clearing and grubbing, grading, public and site improvements. This permit does not authorize building construction.

Land Use. See "Use," "Principal Use," and "Accessory Use."

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

Loading Space, Off-street. A space or berth used for the loading or unloading of commercial vehicles, trucks or other vehicles.

Lot. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of a lot, no part of the street right-of-way or private street easement may be included.



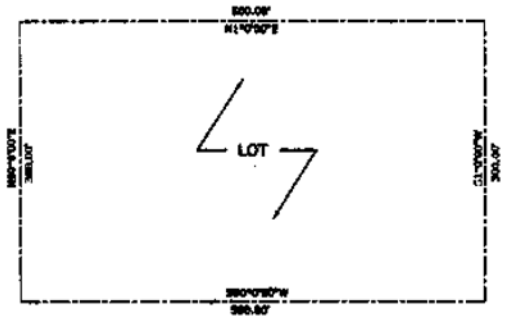


FIGURE 4

Lot Building Area. The portion of a lot located interior to the front, side and rear yard building setback lines; that is, the portion of a lot wherein a building may be located.

Lot, Corner. A lot abutting two or more streets at their intersection.

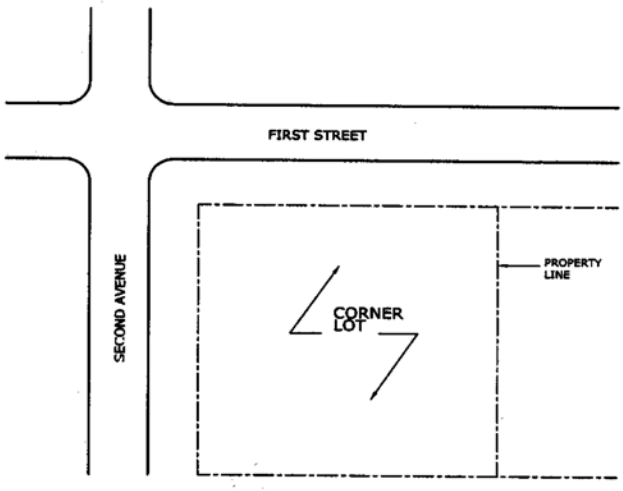


FIGURE 5

Lot Coverage. That portion of the lot that is covered by buildings, structures, and any other impervious surface.

Lot Depth. The distance between front and rear lot lines. If front and rear lines of said lot are not parallel, such least dimension shall be deemed to be the lot depth.

Lot, Double Frontage. A lot which has frontage on more than one street, provided however, that no corner lot shall qualify as a double frontage lot unless said corner lot has frontage on three or more streets.

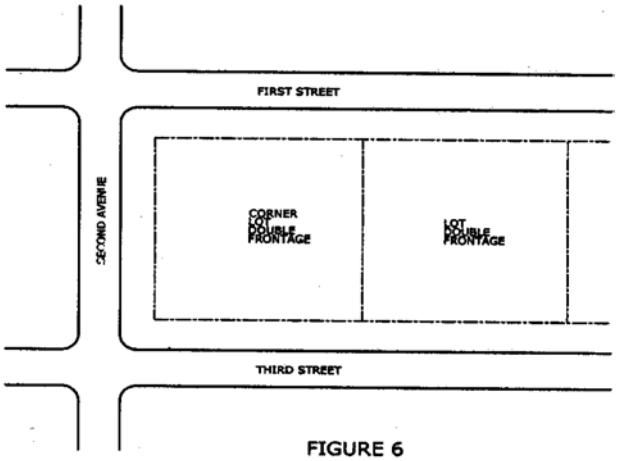


FIGURE 6

Lot, Flag. An "L" shaped lot whose frontage is provided by the driveway access which ties the buildable portion of the property to the street.

Lot Frontage. See "Frontage."

Lot Line. A line of record bounding a lot which divides one lot from another lot or from a street or any public space.

A. *Front Lot Line.* Any boundary line of a lot which is coterminous with a public street right-of-way line or private street easement line. For a corner lot, the narrow portion is usually considered the front.

B. *Rear Lot Line.* Any boundary line of a lot which does not intersect with a street right-of-way or private street easement line and which is usually opposite of the front lot line.

C. *Side Lot Line.* Any boundary line of a lot which intersects with a street right-of-way or private street easement line.

Lot of Record. A lot which exists as shown or described on a plat or deed recorded in the Office of the Clerk of the Superior Court of Fulton County.

Lot Width. The distance measured between side lot lines at the front minimum setback line between intersecting lot lines.

Lot Width—Cul-de-sac. The distance measured between side lot lines at the point of the property that is twice the front setback requirement from the front property line.

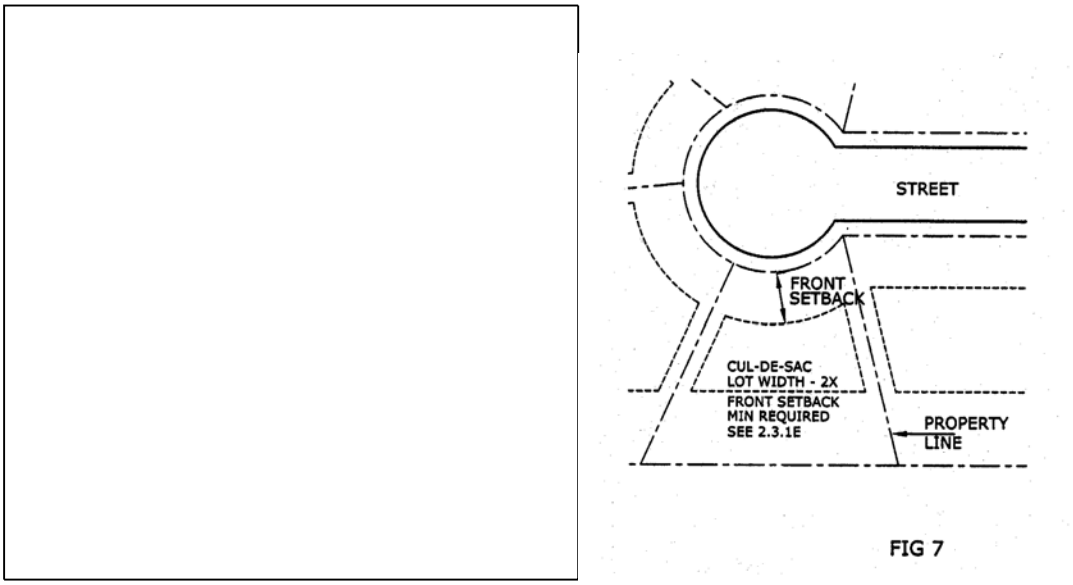


FIG 7

Mansard Façade. An architectural appendage or embellishment to a flat topped structure which is attached to the front external wall and if intended to create the appearance of a mansard roof. See also "Roof."

Manufactured Building. A factory-built, structure that meets national standards for manufactured buildings.

Manufacturing, Heavy. The extraction of natural resources or the transformation of raw materials through mechanical or chemical means into new products ready for assembly, fabrication or use in the production of finished goods.

Manufacturing, Light. The fabrication or assembly of parts into a finished product or component products.

Marquee. Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

Massage Therapy. Any use, other than a hospital or clinic, where non-medical manipulative devices or exercises are practiced upon the human body by someone other than a licensed medical professional.

Master Plan. A plan map and associated statement of intent which, at least, includes a depiction of pods, roads, buffers, flood areas, permitted uses and development regulations which represents the framework for development activity on a property. See also "Concept Plan."

Median Break or Cut. Any interruption in the curb separating opposing vehicular travel lanes of a street for the purpose of allowing ingress or egress by left turning movements to a street, or abutting property.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Mezzanine. An intermediate floor between two other stories that does not contain more than 1/3 of the area of the floor below it.

Mini-Warehouse. A structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling. 'For-Sale', with or without a permanent foundation when connected to public. utilities. The term mobile home shall not include motorized vehicles with temporary living quarters. Mobile homes built after 1976 are referred to as "Manufactured Homes" or "Industrialized Buildings".

Mobile Home Park. A site with required public and/or private improvements and utilities for the long-term parking of two or more mobile homes or manufactured homes each on a single lot, and which may include such accessory uses as retail convenience sales, Laundromat, and recreational facilities for the exclusive use of residents.

Motel. See "Hotel".

Nail Salon. An establishment that offers nail care services such as manicures, pedicures, and nail enhancements, excluding such types of services requiring customers to disrobe.

Natural Resources Commission. The appointed natural resources commission (formerly known as the Tree Commission) for the City of Alpharetta.

Neighborhood Grocery. A facility with a floor area of at least 3,000 square feet but not more than 50,000 square feet that sells primarily grocery items such as prepackaged food, produce, meats, baked goods, beverages and similar food items intended for off-site consumption. At least 60% of the floor area of the facility shall be dedicated to the sale of said grocery items, including any immediately adjacent circulation and service areas, but not including storage.

Nonconforming Lot. A lot of record whose area, frontage, dimensions, or location were lawful prior to the adoption, revision, or amendment of this Ordinance, and which, by reason of such adoption, revision or amendment, no longer meets or exceeds one or more such requirements of the applicable zoning district.

Nonconforming Sign. Any structure or sign which was lawfully erected and maintained prior to the adoption, revision, or amendment of this Ordinance, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Ordinance.

Nonconforming Structure. A structure or building whose size, dimensions, or location on a property were lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, no longer meets or conforms to one or more such requirements of this Ordinance.

Nonconforming Use. A use or activity that was lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, is not a use or activity permitted by right or no longer meets or conforms to the requirements of this Ordinance.

Nursery, Plant. Land or greenhouses used to raise flowers, shrubs and plants for sale to distributors or for subsequent replanting by the owner, a landscape company or others. See also "Florist, Retail."

Nursery School. See "Day Care Center."

Nursing Home. An extended or intermediate care facility required to be licensed or approved by the State of Georgia to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Office. A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

Office Building. A building used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

Office Park. A development that contains a number of separate office buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Opaque. Impenetrable to view, or so obscuring to view that buildings, structures, and uses become visually indistinguishable.

Open Space. A privately or publicly owned area on the grounds of a premises outside of any principal building or parking area, which is open to the sky and set aside and intended for the outdoor enjoyment of occupants or visitors to the property, and which may but is not required to include such pedestrian oriented improvements as landscaping, walkway paths, pergolas, gazebos, bikeways, exercise or play equipment, and benches, and which may further include up to 20% of its area in water bodies or areas inappropriate for pedestrian use. Open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance. There are 2 types of open space: Civic space and Amenity space.

1. *Civic Space.* Portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and their adjacent buildings. Civic space may include the following types: park, square, plaza, pocket park and playground.
2. *Amenity Space.* The covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding civic spaces and required sidewalks. Amenity spaces may include the following types: rooftop deck, balconies, patios and porches, outdoor dining areas, pool areas, athletic courts and similar uses, yards and lawns, gardens, hardscape areas improved for pedestrian enjoyment, wooded areas and runoff reduction measures such as bioretention areas and cisterns.

Outdoor Storage. The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours.

Outdoor Vending. Sale and/or display of products in an area exposed to open air on two or more sides.

Owner. An individual, firm, association, syndicate, partnership or corporation having a majority proprietary interest in land or a building, or their authorized representative.

Parapet. That portion of a wall which extends above the roof line.

Parcel. A lot or tract of land, or several adjoining lots in common ownership.

Park Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which may include both outdoor and indoor areas developed for active and/or passive recreation.

Parking Area. Any public or private area at grade or within a structure used for the express purpose of temporarily parking automobiles and other vehicles otherwise in operation for personal or business use.

Parking Garage. An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.

Parking Space. A space identified and set aside for the temporary parking of an automobile or other motor vehicle which is subdivided into the following categories:

A. *Compact Car Parking Space.* A designated space not less than 8 feet by 16 feet expressly provided within a parking area for purposes of temporarily parking a compact car or other compact motor vehicle.

B. *Handicapped Parking Space.* A designated space not less than thirteen feet in width (including loading area) and twenty feet in length, laid out and designated by signage in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.

C. *Handicap - Van Only.* A designated space not less than sixteen feet in width including loading area and twenty feet in length.

D. *Regular Parking Space.* A designated space not less than 9 feet in width by 19 feet in length.

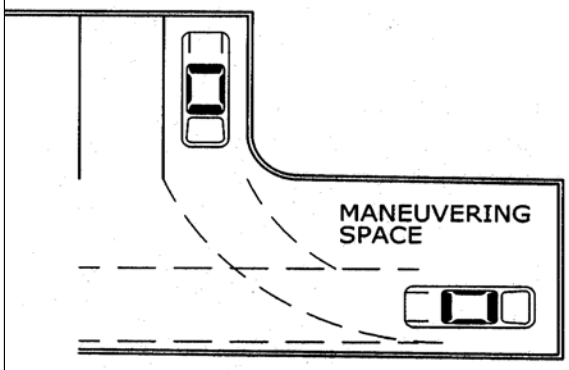


FIGURE 8

Patio House. A 'For-Sale' dwelling in which most, or all, of a lot is used with yard space combined instead of divided. Front, rear and side yard are consolidated into one garden area, either partially or completely bordered by rooms or enclosed by walls. See also "Zero Lot Line."

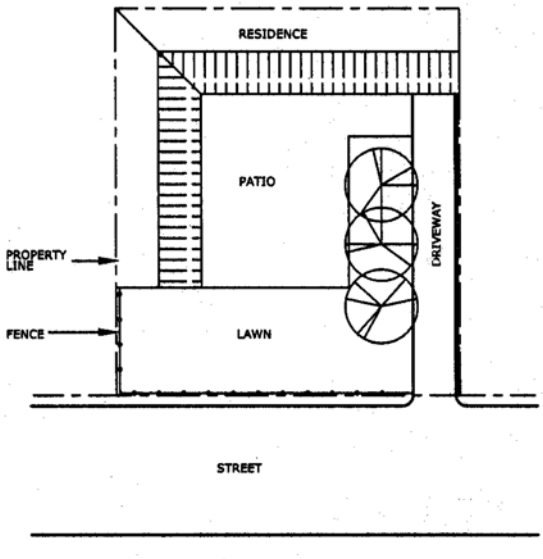


FIGURE 9

Pedestrian Walkway. A right-of-way within a block dedicated to public use, five feet or more in width, intended primarily for pedestrians or bicycles and other non-motorized vehicles.

Perimeter. The boundaries or borders of a lot, tract or parcel of land.

Permit. Written governmental permission issued by an authorized official, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization.

Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Person. Any individual, corporation, association, firm, partnership or other legal entity.

Pet Day Care. A facility that provides care on a regular basis to household animals for a period of less than 24 hours with no overnight accommodations.

Planned Center, Office, Commercial or Industrial. A group of rental stores, service establishments, offices, industries and any other businesses planned to serve the public, which is in common ownership or condominium ownership.

Planning Commission. The appointed Planning Commission of the City of Alpharetta, Georgia.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Plat. (1) a map representing a tract of land, showing the boundaries and location of individual properties and streets; (2) a map of a subdivision or site plan.

Plat, Final. The final map of all or a portion of a subdivision which is presented to the proper review authority for final approval and recorded in the office of the Clerk of Superior Court of Fulton County.

Plat, Minor. A division of a tract or parcel of land into not more than four (4) lots and does not dedicate or offer for dedication any new street or require construction of any private road for access to any lots and does not require extension of sanitary sewer, stormwater, or water mains to service lots.

Plat, Preliminary. A preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the proper review authority for consideration and preliminary approval.

Portable. See Industrialized Buildings.

Premises. An area of land with its appurtenances and buildings which, because of its unity of use, is one unit of real estate.

Principal Building. The building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Principal Use. The primary or predominant use of any lot.

Prohibited Use. A use that is not permitted in a zoning district by right as a principal use, as an accessory use, or as a conditional use.

Public Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which is developed for recreation, entertainment, and/or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playgrounds, community gardens, or other areas where people can gather. Areas that are restricted to the general public, like residential amenities, may not be included within the public space requirement.

Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

1. *Recreation Facilities, Indoor.* Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc.
2. *Recreation Facilities, Outdoors.* Recreational uses conducted almost wholly outdoors, including ball fields, soccer, etc.

Recycling Center. A use operated exclusively for the collection and temporary storage of used paper, glass, metal, and similar materials suitable for reprocessing, which are transported elsewhere for separating, processing, or storage.

Rental Services Establishment. Any business establishment which rents or leases items of personal property such as tools, appliances and equipment to the general public.

Residence. A dwelling unit.

Restaurant. An establishment where food and drink are prepared, served and consumed primarily within the principal building, and without a drive-in or drive-thru component.

Restaurant, Drive-thru or Fast-Food. Any establishment, building or structure where food or drink are served for consumption, either on or off the premises, with drive-thru components. This definition shall not include otherwise permitted restaurants where outdoor table service is provided to customers in outdoor dining areas.

Retail Establishment, Mixed Sales. Any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing.

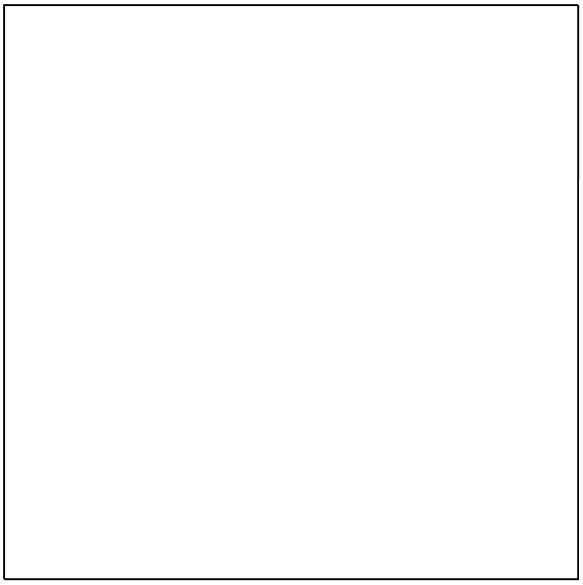
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

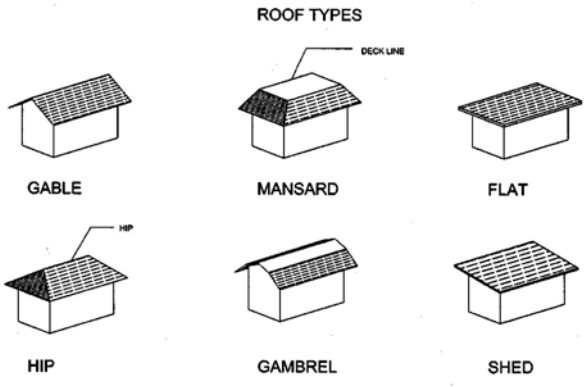
Retail Services Establishment. A business principally engaged in providing a service, as opposed to products, to the general public, such as a banking or financial institution, real estate or insurance office, barber or beauty shop, travel agency, amusement or recreation center, health clinic, legal firm, professional service, and the like.

Retail Strip Center. A group of retail stores designed as one development and being less than 50,000 square feet in size.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, sidewalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use in fee simple.

Roof. The outside top covering of a building.





Salvage Yard. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material.

School, Academic. Any building or part thereof which is designed, constructed or used for education or instruction following the same curriculum offered in a public elementary, secondary, trade or technical, or higher education facility, and accredited to award diplomas as such.

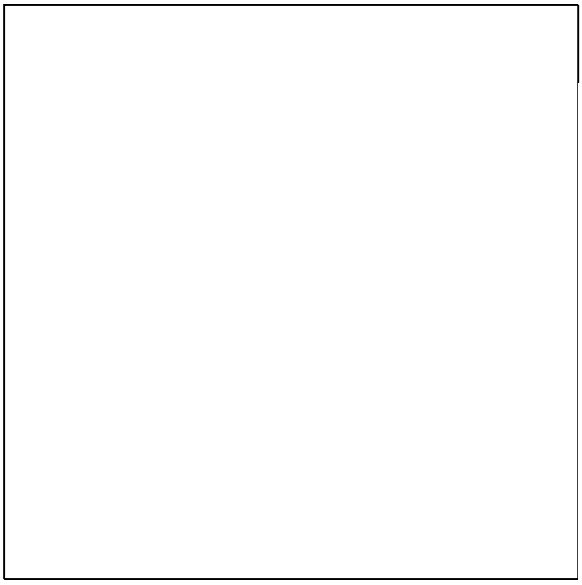
School, Commercial. Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school.

Semipublic Use. A use owned or operated by a nonprofit, religious, or educational institution for the purpose of providing educational, cultural, recreational, religious, or social services to the general public.

Service Drive. A minor, permanent, public right-of-way which is used primarily for vehicular service access to the back or side or properties otherwise abutting on a street.

Setback. The straight line distance between a street right-of-way or a lot line and the nearest point of a structure or building or projection therefrom (excluding steps, roof overhang, chimneys, bay windows and patios).

Setback, Front Cul-de-Sac.



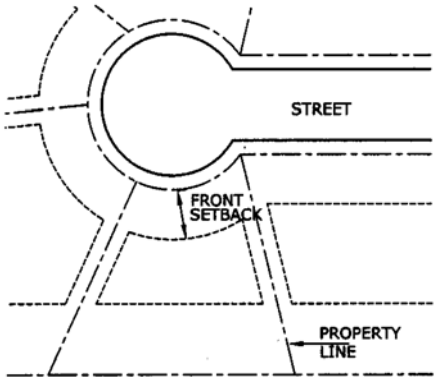


FIG 11

Setback, Minimum. The shortest distance allowed between a property line and any principal or accessory building on a lot, not including any required buffer areas. Minimum setback requirements for buildings are associated with the type of lot line from which the setback is taken; for instance, a "side yard setback" is measured from a side lot line.

Shopping Center. A group of retail sales or services establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements with a total size of at least 50,000 square feet.

Shopping Center, Specialty. A shopping center whose shops cater to a specific market and are linked together by an architectural, historical or geographic theme or by a commonality of goods and services.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign. See Article II, Section 2.6, for all definitions relating to signs.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Smoke Shop and Tobacco Store. Any business premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products or instruments, vape products ~~tobacco instruments; provided, however,~~ or any combination thereof. ~~that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store"~~ Such businesses shall be located within a retail center and shall not be closer than 2,000 ft. to a school, religious institution, government building, park, residential dwelling or ~~to a comparable business~~ or each other. Distance shall be measured by the straight-line distance from premises to premises. “Smoke shop and tobacco store” shall not include any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, vape or tobacco as an ancillary sale (ten percent (10%) or less of total sales).

Spa Services. A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and such types of services requiring a customer to disrobe, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.

Special Care Home. An accessory use in a 'For-Sale' dwelling occupied by one or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, some of whom are in need of special care, living together as a nonprofit housekeeping unit. The term "special care home" shall include a home for adolescents, a home for physically handicapped persons and a home for mentally handicapped persons. The term "special care home" shall not include the business of operating a boarding house, rooming house or other similar establishment. Additionally, the term shall not include a penal institution, any place for persons convicted of a crime or any place for persons found to be juvenile delinquents.

Storage, Climate Controlled. A facility consisting of a building or group of buildings that contain individual storage units of varying sizes in a climate controlled environment where customer access is through a lobby and where no commercial transactions or activities take place other than the rental of the storage units (permitted in L-I only).

Storage, Mini-Warehouse. A facility consisting of a building or group of buildings that are surrounded by a security fence with controlled access and which contains individual storage units of varying sizes whose doors open directly to the outside and where no commercial transactions or activities take place other than the rental of the storage units.

Storefront Street. A street, that by virtue of its pre-existing pedestrian-supportive qualities. or its future importance to pedestrian connectivity, requires that new development along it achieves a high standard of design and pedestrian orientation.

Storm Water Management Report. A report prepared by a Professional Engineer registered in the State of Georgia that details the pre and post development activity hydrologic conditions.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

Street. A dedicated and accepted public right-of-way for vehicular traffic from which direct access may be gained to abutting properties, or an easement or private right-of-way approved by the City Council to serve such purpose. The term "street" shall refer to the full width located between the limits of the right-of-way or easement, and not be limited to the roadway itself.

A. *Principal Arterials* —are those streets and highways which serve major activity centers and emphasize traffic service rather than access to abutting land access. Principal arterials include

all limited access freeways, expressways or parkways, and carry a high proportion of total area travel on a minimum of mileage.

B. *Major Arterials* —are those streets which interconnect with the principal arterial system and provide service to trips of moderate length with emphasis on both traffic service and land access and generally do not penetrate identifiable single family residential neighborhoods.

C. *Minor Arterials* —provide intra-community continuity but should not penetrate identifiable neighborhoods.

D. *Collector Streets* —distribute trips from arterial street to their ultimate origin or destination. Collector streets provide a greater level of land access than arterial streets, may enter or traverse identifiable neighborhoods, and rarely serve significant volumes of through traffic.

E. *Local Streets* —comprise all facilities not classified as arterial or collector. Local streets provide land access with service to through traffic being actively discouraged.

Street, Future Right-of-Way Line. The right-of-way line which is anticipated by the City, State or other agency for future development.

Street Right-of-Way Line. The limit of public ownership or private easement for property containing or intended to contain a street, dividing it from an adjacent lot.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Structure Height. The vertical distance to the highest point of a structure, as measured in the same manner as "Building Height" herein.

Subdivision. The division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development, finance or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than 18 inches below the level of the surrounding land, or an above-surface pool having a depth of more than 30 inches, designed, used and maintained for swimming and bathing.

Temporary Use. A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Theater. A building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances.

Townhouse/Rowhouse. A building type consisting of at least three, but not more than eight independent units that are attached by common side walls in a linear arrangement. Each unit occupies the space from the ground to the roof and normally has at least two, but no more than four floors. Such units typically feature a primary entrance on the front elevation and variations in materials, colors and/or windows to create a visual distinction between each of the attached units.

Tract. See "Lot."

Tree. See Article III, Section 3.2, for definitions relating to tree protection.

Use. The purpose for which a property or structure is designed, intended, reserved, or occupied.

Use, Accessory. See "Accessory Use."

Use, Conditional. See "Conditional Use."

Use, Principal. See "Principal Use."

Variance. Permission granted under circumstances prescribed herein to depart from the specific requirements of this Ordinance.

Vehicle for Hire Company. An establishment offering to transport passengers for a fee in any motorized or animal-drawn vehicle, the charges for which are determined by agreement, mileage or by the length of time for which the vehicle is engaged and also described as a taxi or limousine service.

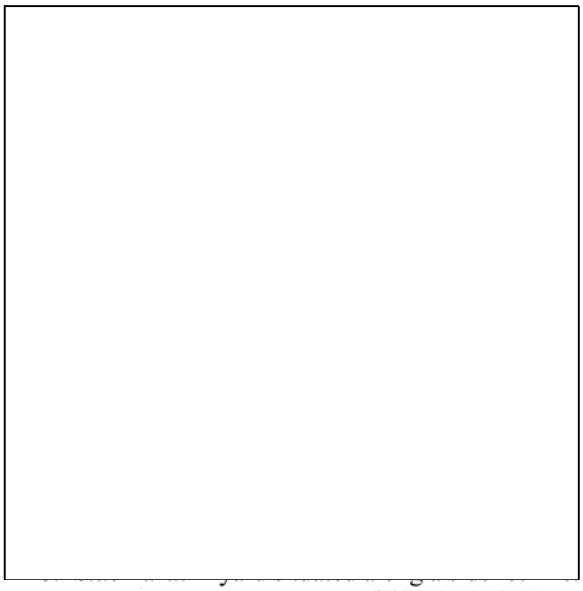
Warehouse. A building used primarily for the storage of goods and materials. See also "Mini-Warehouse."

Wholesale Trade. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Wireless Telecommunications Facilities. See Section 2.8 for definition of 'wireless tower.'

Yard. An area that lies between the buildings on a lot and the nearest lot line.

1. *Front Yard.* A yard situated along any public street right-of-way or private street easement.
2. *Rear Yard.* A yard situated along a rear lot line.
3. *Side Yard.* A yard situated along a side lot line.



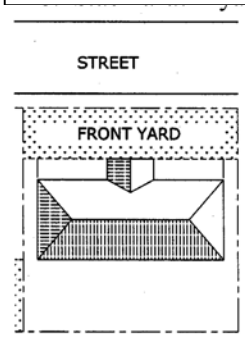


FIG 12

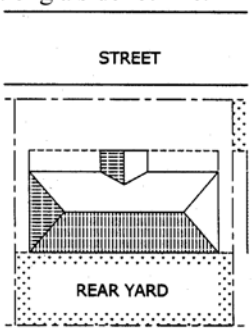


FIG 13

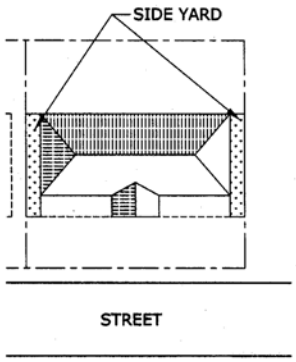


FIG 14

Zero Lot Line. The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

Zoning Change. An amendment to the Official Zoning Map or other action having the result of rezoning a property, approval of a Conditional Use on a particular property, or a change in conditions of approval applied to the zoning or conditional uses pertaining to a property.

Zoning Map. The Official Zoning Map of the City of Alpharetta, Georgia, which may include a series of maps in section.

(Ord. No. 689, § 1, 6-2-2014 ; Ord. No. 702, § 1(Exh. A), 3-2-2015 ; Ord. No. 704, § 1, 6-1-2015 ; Ord. No. 715 , § 1, 9-28-2015; Ord. No. 718 , § 1, 12-14-2015; Ord. No. 730 , § 1, 12-5-2016; Ord. No. 741 , § 1, 6-5-2017; Ord. No. 744 , § 1, 7-10-2017; Ord. No. 749 , § 1, 9-18-2017; Ord. No. 772 , § 1, 2-4-2019)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC	LI	OS-R	SU	MU
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O			O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			
Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	

Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	O	X			
Automotive Service												O				X	O	X			
Bakery												O	O	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company												O	O	X	X	X	O	X			O
Barber Shop												O	O	X	X	X	O				O
Beauty Shop												O	O	X	X	X	O				O
Bed and Breakfast	X	O	O	O	O						X	O		X	X	X					O
Book Store or Stationery												O	O		X	X	O	X			O
Bottle Gas Storage and Distribution																		X			
Boutique Hotel												O	O			O	O	O			O
Bowling Alley												O	O			X	O	X			

Brewery												O	O		O	O	O	X			O
Broadcasting Studio (Radio and TV)	O											O				X		X			
Builder's Equipment/Material	O											O				X		X			
Car Wash													O			O	O	X			
Carpenter Shop, Woodworking	O																	X			
Carpet and Rug Sales															X	X	O	X			
Cemetery	O																			O	
Check Cashing															O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X		O	O
Clinic, Public/Private												O	O	X	X	X	O				O
Concrete Plant																		O			
Congregate Housing, Assisted Living Facility											O	O	O		O	O		X			O
Contractor's Office without outside storage												O	O	X	X	X		X			O
Contractor's												O			O	X		X			

Office with outside storage																					
Convenience Center w/Gas Pumps												O	O			X	O	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O									
Dance Studio												O	O		X	X	O	X			O
Day Care Center												O	O	X	X	X	O	X			O
Discount Store																		X			
Distillery												O	O		O	O	O	X			O
Drug Store (Pharmacy)												O	O		X	X		X			O
Dry Cleaning, Pick-Up Station												O	O	O	X	X	O	X			O
Dry Cleaning, Plant																	O	O			
Dwelling, 'For-Sale', Attached								X		X	X	O				O	O				O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O					O				O
Dwelling, 'For-Rent'											X	O									O
Dwelling, Group											O	O	O		O	O					O
Equestrian Center	O	O	O	O	O							O								X	O

Extended Stay Hotel (see Section 2.7)												O	O			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O									
Farmlands (including Livestock, poultry)	X																				
Fire station												O	O							X	
Fireworks Sales																		X			
Florist, Retail												O	O	O	X	X	O				O
Florist, Retail with greenhouse																O	O				
Funeral Homes with no cemetery or mausoleum												O	O		O	O	O	X			
Glass Fabrication																		O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O							X	
Golf, Miniature												O	O		O	O	O				
Greenhouse, Nursery	O															O		X			
Grocery Store												O			O	X	O	X			O
Group Home, Special Care	X	X	X	X	X	X	X														

Home (accessory use)																				
Hardware and Garden Supply Store												O			X	X	O	X			O
Heliport, Public/Private	O											O	O				O	X		X	O
Home Improvement Store																X	O	X			
Home-Elderly, Children, Nursing											O	O	O		X	X		X			
Hospital												O	O		O	X		X		X	
Hotel or Motel												O	O		O	O	O				O
Indoor Shooting Range																		O			
Junk Yard																		O			
Kennel	O																	X			
Laboratory, Research Commercial												O	O					X			
Laundry, Industrial												O						O			
Laundry, Self-Serve, Pick-Up												O			X	X	O	X			
Limousine Service																O		X			

and Taxi (with or without outside vehicle storage)																					
Liquor Store												O	O		O	X	O	X			O
Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light, Limited												O	O					X			
Massage Therapy																O		X			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												O	O		X	X	O	X		X	O
Nail Salon												O	O		X	X	O	X			O
Office												O	O	X	X	X	O	X			O
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)												O	O		O	O	O	X		X	O
Park and	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X	X	O

Playground																				
Parking Lot, Commercial												O	O		O	X	O	X		
Pawn Shop																		X		
Pest Control Business (with or without onsite chemical storage)															O	O		X		
Pet Day Care												O			X	X	O	X		
Pet Grooming												O			X	X	O	X		O
Power Station												O						O		O	
Print Shop												O	O	X	X	X	O	X		O
Prison																			O	
Public Building												O	O	X	X	X	O	X	X	O
Radio, TV, Transmitter, Studio	O											O	O			O	O	X		
Recreation Facilities, Indoor (Health Clubs, Bowling Alleys, Skating Rink, Billiards, Children's event facilities, etc.)												O	O			X	O	X		O
Recycling Center																		O		

Rental Services Establishment with no outside storage												O			O	X	O	X			
Rental Services Establishment with outside storage (other than auto related)																		X			
Restaurant												O	O	O	X	X	O	X			O
Restaurant w/Drive-thru window												O	O		O	X	O	X			
Retail Establishment												O	O		X	X	O	X			O
Retail Establishment (Mixed Sales)												O			O	X	O	X			
Salvage Yards																		O			
Sawmill																		O			
School, Academic												O	O	O	X	X	O	X		X	O
School, Commercial (Beauty, Business)												O	O	O	X	X	O	X			O
Septic Tank, Sales, Construction																		X			
Service Station,												O	O			X	O	X			

Automotive																					
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												O		O	X	X	O	X			
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												O	O	O	O	O	O	X			O
Storage, Inside																		X			
Storage, Outside																		X			
Switching Station (Telecom)												O						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	O			
Theater, Cinema												O	O		X	X	O	O			O
Tire Retreading																					
Transfer Station																		O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	

Welding Shop																	X			
Wholesale (storage and distribution)											O					O	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O										O	O			O	O	O		O	

(Ord. No. 671, § 1, 2-4-2013 ; Ord. No. 675, § 1, 6-3-2013 ; Ord. No. 692, § 1(Exh. 1), 7-21-2014 ; Ord. No. 703 , § 1, 6-1-2015; Ord. No. 704 , § 2, 6-1-2015; Ord. No. 708 , § 1, 8-10-2015; Ord. No. 715 , § 4, 9-28-2015; Ord. No. 718 , § 14(Exh. B), 12-14-2015; Ord. No. 730 , § 5, 12-5-2016; Ord. No. 741 , § 5(Exh. A), 6-5-2017; Ord. No. 744 , § 7(Exh. A), 7-10-2017; Ord. No. 767 , § 7(Exh. C), 10-22-2018; Ord. No. 772 , § 8(Exh. A), 2-4-2019)

*Uses under the CUP and OI Zoning Districts shall be permissible through an approved master plan amendment and statement of intent.

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Legal
Submitted By: Sam Thomas
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: PH-19-21 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS - WIRELESS TELECOMMUNICATIONS FACILITIES (2ND READING)
CONSIDERATION OF TEXT AMENDMENTS TO UNIFIED DEVELOPMENT CODE TO AMEND SECTION 2.8 WIRELESS TELECOMMUNICATIONS FACILITIES.

II. RECOMMENDATION:

Approve amendments to the Unified Development Code as it relates to Wireless Telecommunications Facilities.

III. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Subsection 2.8.10, Wireless Telecommunications Facilities in Public Rights-of-Way. Staff proposes amendments to Subsection 2.8.10 of the Unified Development Code in order to come into compliance with Senate Bill 66 with respect to small cell facilities in the public right-of-way. The new Section 2.8.10 is similar to the Model Small Cell Ordinance recommended by Georgia Municipal Association (GMA), of which a copy is attached.

This item was heard at the September 5, 2019 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended to approve the item; vote (7-0).

Since the first reading there has been one change made to the Ordinance. The following definition has been added to Exhibit "A":

"GMA Pole" means any pole installed in City of Alpharetta rights-of-way, as dictated by O.C.G.A. Title 36, Chapter 66 supported by Georgia Municipal Association (GMA) lobbyists in cooperation with large telecom company lobbyists.

IV. ALTERNATIVES:

V. ATTACHMENTS:

ORDINANCE TO AMEND SECTION 2.8.10 OF UDC - PLACEMENT OF WIRELESS FAC IN PUB ROW (clean; 09-18-19)(3432873.1), ORDINANCE TO AMEND SECTION 2.8.10 OF UDC - PLACEMENT OF WIRELESS FAC IN PUB ROW (redlined; 09-18-19)(3378644.1), GMA Model Ordinance - Wireless Facilities and Antennas(3378563.1), Senate Bill 66 - Streamlining Wireless Facilities and Antennas Act (2019)(3378574.1)

AN ORDINANCE TO AMEND SECTION 2.8.10 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA, RELATED TO THE PLACEMENT OF WIRELESS FACILITIES IN PUBLIC RIGHTS OF WAY; AND FOR OTHER PURPOSES

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 ("City"); and

WHEREAS, O.C.G.A. § 32-4-92 authorizes the City to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City.

WHEREAS, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way; and

WHEREAS, the City Council finds that aesthetic, cultural, and property values and the health, safety and welfare of the citizens of the City are directly impacted by the number, type, design, visibility, and location of small wireless facilities attached to existing infrastructure located in the public rights-of-way of the City, and further finds that such interests of the City are further and more adversely impacted by the installation of new poles or other support structures within the public rights-of-way; and

WHEREAS, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), passed by the Georgia General Assembly during the 2019 legislative session, addresses the placement of small wireless facilities in the public rights of way of the City; and

WHEREAS, the City Council desires to modify existing regulations governing the placement of wireless facilities in the public rights-of-way of the City in order to comply with SWFAA; and

WHEREAS, in order to accomplish the foregoing and for other purposes, the City desires to amend Section 2.8.10, "Wireless Telecommunications Facilities in Public Rights-of-Way," of Article II of the Unified Development Code of the City of Alpharetta, Georgia (the "Unified Development Code") governing the placement of small wireless facilities in public rights-of-way; and

WHEREAS, a public hearing has been properly advertised and conducted pursuant to the requirements of the Georgia Zoning Procedures Law.

NOW, THEREFORE, The Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Section 2.8.10, titled "Wireless Telecommunications Facilities in Public Rights-of-Way," of Article II of the Unified Development Code is hereby amended by deleting same in its entirety and inserting in lieu thereof a new Section 2.8.10, titled "Wireless Facilities and Antennas

in Public Rights of Way," to read as set forth in Exhibit "A" attached hereto as if fully set forth herein; and

Section 2: In the event that any section, subsection, or provision of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged invalid or unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional or invalid provisions are stricken; and

Section 3: This Ordinance shall become effective on October 1, 2019, and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. Upon its effective date, this Ordinance shall repeal any and all conflicting ordinances and amendments.

SO ORDAINED this the _____day of _____, 2019.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____

_____

_____

_____

_____

_____

ATTEST:

_____
Erin Cobb, City Clerk

First Reading_____
Second Reading_____

Adopted_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
C. Sam Thomas, City Attorney

EXHIBIT "A"

2.8.10 Wireless Facilities and Antennas in Public Rights of Way

A. *Purpose and Compliance.*

1. This Ordinance shall be known as the "Wireless Facilities and Antennas in Public Rights of Way Ordinance" and may be internally cited in this Section 2.8.10 as "this Ordinance."

2. O.C.G.A. § 32-4-92 authorizes the City of Alpharetta, Georgia (the "City") to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights of way of the City.

3. The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities and poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.

4. The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.

B. *Definitions*. As used in this Section 2.8.10, the following terms have the following meanings:

"Antenna" means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

"Applicable Codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the City or are otherwise applicable in the City.

"Applicant" means any person that submits an application.

"Application" means a written request submitted by an applicant to the City for a permit to: (i) collocate a small wireless facility in a right of way; or (ii) install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be located.

EXHIBIT “A”

“Authority Pole” means a pole owned, managed, or operated by or on behalf of the City. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

“Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

“Communications Facility” means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

“Communications Service Provider” means a provider of communications services.

“Communications Services” means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

“Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

“Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.

“Electric Supplier” means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

“Eligible Facilities Request” means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

“FCC” means the Federal Communications Commission of the United States.

“Fee” means a one-time, nonrecurring charge based on time and expense.

“GMA Pole” means any pole installed in City of Alpharetta rights-of-way, as dictated by O.C.G.A. Title 36, Chapter 66 supported by Georgia Municipal Association (GMA) lobbyists in cooperation with large telecom company lobbyists.

“Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act'; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

EXHIBIT “A”

“Law” means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

“Micro Wireless Facility” means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

“Permit” means a written authorization, in electronic or hard copy format, required to be issued by the City to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

“Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

“Rate” means a recurring charge.

“Reconditioning Work” means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

“Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

“Replacement Work” means the activities associated with replacing an authority pole.

“Right of Way” means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the City and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

“Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated

equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

“State” means the State of Georgia.

“Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

“Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

“Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

“Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

“Wireless Services Provider” means a person that provides wireless services.

“Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

C. *Permits.*

1. A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

2. Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Public Works Department for a permit. Applications are available from the Public Works Department. Any material change to information contained in an application shall be submitted in writing to the Public Works Department within 30 days after the events necessitating the change.

3. Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

4. The Public Works Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

5. Applications for permits shall be approved except as follows:

   (a) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

   (b) The Public Works Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

   (c) For applications for new poles in the public right of way in areas zoned for residential use, the Public Works Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Public Works Department’s proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

6. A permit issued under this Subsection 2.8.10(C) shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

7. Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities form the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person’s annual payment obligations under this section shall cease as of the date of the actual removal. 5 The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

8. Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

9. The City may revoke a permit issued pursuant to this Subsection C if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to the following Paragraph 10.

10. If a wireless provider occupies the public rights of way without obtaining a permit required by this Subsection 2.8.10(C) or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed $1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Subsection 2.8.10(C) until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

11. All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

12. An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

13. Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

14. Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

15. Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

16. If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

D. *Removal; Relocation; Reconditioning; Replacement; Abandonment.*

1. A person may remove its small wireless facilities from the public rights of way according to the procedures of O.C.G.A. § 36-66C-5(e).

2. In the event of a removal under the foregoing paragraph, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City’s reasonable, documented cost of removal and restoration, plus a penalty not to exceed $500.00. The City may suspend the ability of the person to receive any new permits under Subsection 2.8.10(C) until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

3. If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

4. The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36- 66C-7(m).

5. A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

E. *Standards.*

1. Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Subsection 2.8.10(C); (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36- 66C-7(h).

   (a) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

   (b) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

      (i) Fifty feet above ground level; or

      (ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

   (c) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

   (d) New small wireless facilities in the public right of way collocated on a new or replacement pole under subparagraph 1(a) or subparagraph 1(b) of this Subsection 2.8.10(E) may not extend above the top of such poles.

2. A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

3. Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(a) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(b) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(c) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(d) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

4. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Subsection 2.8.10(C) and (ii) compliance with applicable codes.

5. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Subsection 2.8.10(C) and (ii) compliance with applicable codes.

AN ORDINANCE TO AMEND SECTION 2.8.10 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA, RELATED TO THE PLACEMENT OF WIRELESS FACILITIES IN PUBLIC RIGHTS OF WAY; AND FOR OTHER PURPOSES

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 ("City"); and

WHEREAS, O.C.G.A. § 32-4-92 authorizes the City to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City.

WHEREAS, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way; and

WHEREAS, the City Council finds that aesthetic, cultural, and property values and the health, safety and welfare of the citizens of the City are directly impacted by the number, type, design, visibility, and location of small wireless facilities attached to existing infrastructure located in the public rights-of-way of the City, and further finds that such interests of the City are further and more adversely impacted by the installation of new poles or other support structures within the public rights-of-way; and

WHEREAS, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), passed by the Georgia General Assembly during the 2019 legislative session, addresses the placement of small wireless facilities in the public rights of way of the City; and

WHEREAS, the City Council desires to modify existing regulations governing the placement of wireless facilities in the public rights-of-way of the City in order to comply with SWFAA; and

WHEREAS, in order to accomplish the foregoing and for other purposes, the City desires to amend Section 2.8.10, "Wireless Telecommunications Facilities in Public Rights-of-Way," of Article II of the Unified Development Code of the City of Alpharetta, Georgia (the "Unified Development Code") governing the placement of small wireless facilities in public rights-of-way; and

WHEREAS, a public hearing has been properly advertised and conducted pursuant to the requirements of the Georgia Zoning Procedures Law.

NOW, THEREFORE, The Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Section 2.8.10, titled "Wireless Telecommunications Facilities in Public Rights-of-Way," of Article II of the Unified Development Code is hereby amended by deleting same in its entirety and inserting in lieu thereof a new Section 2.8.10, titled "Wireless Facilities and Antennas

in Public Rights of Way," to read as set forth in Exhibit "A" attached hereto as if fully set forth herein; and

Section 2: In the event that any section, subsection, or provision of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged invalid or unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional or invalid provisions are stricken; and

Section 3: This Ordinance shall become effective on October 1, 2019, and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. Upon its effective date, this Ordinance shall repeal any and all conflicting ordinances and amendments.

SO ORDAINED this the _____day of _____, 2019.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____

_____

_____

_____

_____

_____

ATTEST:

_____
Erin Cobb, City Clerk

First Reading_____
Second Reading_____

Adopted_____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
C. Sam Thomas, City Attorney

EXHIBIT "A"

2.8.10 Wireless Facilities and Antennas in Public Rights of Way

A. *Purpose and Compliance.*

1. This Ordinance shall be known as the "Wireless Facilities and Antennas in Public Rights of Way Ordinance" and may be internally cited in this Section 2.8.10 as "this Ordinance."

2. O.C.G.A. § 32-4-92 authorizes the City of Alpharetta, Georgia (the "City") to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights of way of the City.

3. The City finds it is in the best interest of the City and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities and poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.

4. The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.

B. *Definitions*. As used in this Section 2.8.10, the following terms have the following meanings:

"Antenna" means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

"Applicable Codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the City or are otherwise applicable in the City.

"Applicant" means any person that submits an application.

"Application" means a written request submitted by an applicant to the City for a permit to: (i) collocate a small wireless facility in a right of way; or (ii) install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be located.

EXHIBIT “A”

“Authority Pole” means a pole owned, managed, or operated by or on behalf of the City. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

“Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

“Communications Facility” means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

“Communications Service Provider” means a provider of communications services.

“Communications Services” means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

“Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

“Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.

“Electric Supplier” means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

“Eligible Facilities Request” means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

“FCC” means the Federal Communications Commission of the United States.

“Fee” means a one-time, nonrecurring charge based on time and expense.

“GMA Pole” means any pole installed in City of Alpharetta rights-of-way, as dictated by O.C.G.A. Title 36, Chapter 66 supported by Georgia Municipal Association (GMA) lobbyists in cooperation with large telecom company lobbyists.

“Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act'; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

EXHIBIT “A”

“Law” means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

“Micro Wireless Facility” means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

“Permit” means a written authorization, in electronic or hard copy format, required to be issued by the City to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

“Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

“Rate” means a recurring charge.

“Reconditioning Work” means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

“Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

“Replacement Work” means the activities associated with replacing an authority pole.

“Right of Way” means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the City and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

“Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated

equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

“State” means the State of Georgia.

“Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

“Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

“Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

“Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

“Wireless Services Provider” means a person that provides wireless services.

“Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

C. *Permits.*

1. A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

2. Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Public Works Department for a permit. Applications are available from the Public Works Department. Any material change to information contained in an application shall be submitted in writing to the Public Works Department within 30 days after the events necessitating the change.

3. Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

4. The Public Works Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

5. Applications for permits shall be approved except as follows:

   (a) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

   (b) The Public Works Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

   (c) For applications for new poles in the public right of way in areas zoned for residential use, the Public Works Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Public Works Department’s proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

6. A permit issued under this Subsection 2.8.10(C) shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

7. Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the City the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities form the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person’s annual payment obligations under this section shall cease as of the date of the actual removal. 5 The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

8. Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

9. The City may revoke a permit issued pursuant to this Subsection C if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the City may proceed according to the following Paragraph 10.

10. If a wireless provider occupies the public rights of way without obtaining a permit required by this Subsection 2.8.10(C) or without complying with the SWFAA, then the City may, at the sole discretion of the City, restore the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the City in doing so, plus a penalty not to exceed $1,000.00. The City may suspend the ability of the wireless provider to receive any new permits from the City under this Subsection 2.8.10(C) until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

11. All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

12. An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

13. Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

14. Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

15. Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

16. If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the City shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the City shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

D. *Removal; Relocation; Reconditioning; Replacement; Abandonment.*

1. A person may remove its small wireless facilities from the public rights of way according to the procedures of O.C.G.A. § 36-66C-5(e).

2. In the event of a removal under the foregoing paragraph, the right of way shall be, to the extent practicable in the reasonable judgment of the City, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the City, to its condition prior to the removal within 90 days of the removal, the City may, at the sole discretion of the City, restore the right of way to such condition and charge the person the City’s reasonable, documented cost of removal and restoration, plus a penalty not to exceed $500.00. The City may suspend the ability of the person to receive any new permits under Subsection 2.8.10(C) until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the City will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

3. If, in the reasonable exercise of police powers, the City determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the City make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

4. The City shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36- 66C-7(m).

5. A wireless provider must notify the City of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The City may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

E. *Standards.*

1. Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Subsection 2.8.10(C); (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36- 66C-7(h).

   (a) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

   (b) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

      (i) Fifty feet above ground level; or

      (ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

   (c) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

   (d) New small wireless facilities in the public right of way collocated on a new or replacement pole under subparagraph 1(a) or subparagraph 1(b) of this Subsection 2.8.10(E) may not extend above the top of such poles.

2. A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the City has identified that a streetlight is necessary.

3. Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(a) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(b) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(c) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(d) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

4. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Subsection 2.8.10(C) and (ii) compliance with applicable codes.

5. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Subsection 2.8.10(C) and (ii) compliance with applicable codes.

PLEASE CONSULT YOUR CITY / COUNTY ATTORNEY BEFORE ADOPTING

[CITY / COUNTY OF _____]

WIRELESS FACILITIES AND ANTENNAS [CODE / ORDINANCE]

ARTICLE I
PURPOSE AND COMPLIANCE

Section 1.1 O.C.G.A. § [32-4-92(a)(10) / 32-4-42(6)] authorizes the [City of _____, Georgia (the "City") / County of _____, Georgia (the "County"] to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the [City / County]. Further, 47 U.S.C. § 253(c) provides that the [City / County] has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights of way of the [City / County].

Section 1.2 The [City / County] finds it is in the best interest of the [City / County] and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the [City / County] and to reasonably manage and protect the public rights of way and its uses in the [City / County].

Section 1.3 The objective of this [Code / Ordinance] is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.[1]

ARTICLE II
DEFINITIONS

Section 2.1 Unless defined below, terms used in this [Code / Ordinance] shall have the meanings given them in O.C.G.A. § 36-66C-2.

[Alternative Text for Section 2.1][2] As used in this [Code / Ordinance], the following terms have the following meanings:

(a) "Antenna" means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or

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[1] Note, this list of considerations comes from ¶ 86 of FCC 2018 Small Cell Order.

[2] These definitions mirror the SWFAA. Incorporating them directly into the Aesthetics standards means Cities and Counties will need to amend their codes / ordinances if the legislature changes SWFAA definitions. If Cities / Counties adopt the alternative text, remember to monitor the SWFAA and incorporate changes into your codes / ordinances.

transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

(b) "Applicable Codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the [City / County] or are otherwise applicable in the [City / County].

(c) "Applicant" means any person that submits an application.

(d) "Application" means a written request submitted by an applicant to the [City / County] for a permit to: (i) collocate a small wireless facility in a right of way; or (ii) install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be located.

(e) "Authority Pole" means a pole owned, managed, or operated by or on behalf of the [City / County]. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

(f) "Collocate" or "Collocation" means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(g) "Communications Facility" means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

(h) "Communications Service Provider" means a provider of communications services.

(i) "Communications Services" means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

(j) "Consolidated Application" means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

(k) "Decorative Pole" means an authority pole that is specially designed and placed for aesthetic purposes.

(l) "Electric Supplier" means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

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(m) "Eligible Facilities Request" means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

(n) "FCC" means the Federal Communications Commission of the United States.

(o) "Fee" means a one-time, nonrecurring charge based on time and expense.

(p) "Historic District" means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act'; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

(q) "Law" means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

(r) "Micro Wireless Facility" means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

(s) "Permit" means a written authorization, in electronic or hard copy format, required to be issued by the [City / County] to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

(t) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

(u) "Pole" means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

(v) "Rate" means a recurring charge.

(w) "Reconditioning Work" means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

(x) "Replace," "Replacement" or "Replacing" means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

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(y) "Replacement Work" means the activities associated with replacing an authority pole.

(z) "Right of Way" means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the [City / County] and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

(aa) "Small Wireless Facility" means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(bb) "State" means the State of Georgia.

(cc) "Support Structure" means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(dd) " Wireless Infrastructure Provider" means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(ee) "Wireless Provider" means a wireless infrastructure provider or a wireless services provider.

(ff) "Wireless Services" means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(gg) "Wireless Services Provider" means a person that provides wireless services.

(hh) "Wireline Backhaul Facility" means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

Section 2.2 In the event that any federal or state law containing definitions used in this [Code / Ordinance] is amended, the definition in the referenced section, as amended, shall control.

ARTICLE III
PERMITS

Section 3.1 A permit is required to collocate a small wireless facility[3] in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

Section 3.2 Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] for a permit. Applications are available from the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS]. [The application template is included as Exhibit A to this [Code / Ordinance]. Any material change to information contained in an application shall be submitted in writing to the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] within 30 days after the events necessitating the change.

Section 3.3 Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3).[4] Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.4 The [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

Section 3.5 Applications for permits shall be approved except as follows:

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[3] **NOTE** Under SWFAA, collocation can be on or adjacent to: (i) a pole or decorative pole or (ii) a support structure. By definition, poles and decorative poles are in the right of way. Support structures may be located outside of the right of way. Permitting of support structures is not part of this process. *See* O.C.G.A. § 36-66C-6(l).

[4] Note, if FCC Order regarding fees is overturned or modified, this should be revisited. SWFAA provides that if the FCC Order is modified or terminated, then fees are capped at what is "fair and reasonable."

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(a) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(b) The [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(c) For applications for new poles in the public right of way in areas zoned for residential use, the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

Section 3.6 A permit issued under this ARTICLE III shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

Section 3.7 Upon the issuance of a permit under this [Code / Ordinance], and on each anniversary of such issuance, every person issued a permit shall submit to the [City / County] the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities form the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. [5] The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.8 Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

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[5] Note, if FCC Order regarding fees is overturned or modified, SWFAA provides fees are capped at what is "fair and reasonable." This provision may need to be revised if the FCC Order is overturned.

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Section 3.9 The [City/County] may revoke a permit issued pursuant to this ARTICLE III if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this [Code / Ordinance] or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the [City / County] may proceed according to Section 3.10.

Section 3.10 If a wireless provider occupies the public rights of way without obtaining a permit required by this ARTICLE III or without complying with the SWFAA, then the [City / County] may, at the sole discretion of the [City / County], restore the right of way, to the extent practicable in the reasonable judgment of the [City / County], to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the [City / County] in doing so, plus a penalty not to exceed $1,000.00.[6] The [City / County]may suspend the ability of the wireless provider to receive any new permits from the [City / County] under this ARTICLE III until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the [City / County] may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 3.11 All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

Section 3.12 An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

Section 3.13 Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

Section 3.14 Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ____[7] years.

Section 3.15 Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

Section 3.16 If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the [City / County] shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the [City/County] shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

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[6] Penalty authorized under O.C.G.A. § 36-66C-6(b).

[7] Note, must be at least 10 years under O.C.G.A. § 36-66C-7(k)(2)(B).

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ARTICLE IV
REMOVAL; RELOCATION; RECONDITIONING; REPLACEMENT; ABANDONMENT

Section 4.1 A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

Section 4.2 In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the [City / County], restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the [City / County], to its condition prior to the removal within 90 days of the removal, the [City / County] may, at the sole discretion of the [City / County], restore the right of way to such condition and charge the person the [City / County]'s reasonable, documented cost of removal and restoration, plus a penalty not to exceed $500.00.[8] The [City / County] may suspend the ability of the person to receive any new permits under ARTICLE III until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the [City / County] will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 4.3 If, in the reasonable exercise of police powers, the [City / County] determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the [City/county] make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

Section 4.4 The [City / County] shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

Section 4.5 A wireless provider must notify the [City / County] of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The [City / County] may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

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[8] Penalty authorized under O.C.G.A. § 36-66C-5(e).

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ARTICLE V
STANDARDS

Section 5.1 Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under ARTICLE III; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(a) OPTION[9] New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(b) OPTION[10] Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(c) OPTION[11] New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(d) OPTION[12] New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 5.1(a) or Section 5.1(b) may not extend above the top of such poles.

Section 5.2 OPTION[13] A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the [City / County] has identified that a streetlight is necessary.

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[9] Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

[10] Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

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[13] Note, this needs to be considered carefully as it relates to O.C.G.A. § 36-66B-6(3).

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Section 5.3 OPTION Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(a) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(b) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(c) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(d) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

Section 5.4 Notwithstanding any provision of this [Code/Ordinance] to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

Section 5.5 Notwithstanding any provision of this [Code/Ordinance] to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

Senate Bill 66

By: Senators Gooch of the 51st, Ginn of the 47th, Lucas of the 26th, Dugan of the 30th, Cowsert of the 46th and others

AS PASSED

A BILL TO BE ENTITLED
AN ACT

To amend Title 36 of the Official Code of Georgia Annotated, relating to local government, so as to enact the "Streamlining Wireless Facilities and Antennas Act"; to streamline the deployment of wireless broadband in the public rights of way; to provide for definitions; to require certain meetings between applicants and authorities before applications are submitted under this Act; to provide the manner in which this Act may be implemented; to provide rate and fee caps and the process to be followed for the removal of small wireless facilities; to authorize wireless providers to collocate small wireless facilities on authority poles and decorative poles in the right of way subject to administrative review and to occupy the right of way for certain uses, including certain placements of poles and certain collocations of small wireless facilities, subject to administrative review; to provide a permit application process with certain exemptions and certain limitations on an authority's use and administration of the right of way; to provide certain time frames and other requirements for the application process, permits, relocations, reconditioning, make-ready work, abandonment, imminent risks to public safety, repair of damage to the right of way, and notices; to require certain applications for other uses to comply with applicable law; to require an applicant to comply with certain requirements in the right of way; to provide for certain requirements in historic districts; to provide a process by which an authority may propose alternative locations for new poles in the right of way in areas zoned for residential use; to provide for certain requirements for decorative poles; to provide for consolidated applications and the tolling of application processing once certain volumes have been reached; to provide for a process for the resolution of conflicting application requests; to provide for indemnification by wireless providers and limitations of liability for authorities and their officers, employees, or agents; to provide that, absent an agreement to the contrary, an authority may not require a wireless provider to provide services unrelated to the collocation for which approval is sought; to address the applicability of this Act to agreements between authorities and wireless providers entered into before October 1, 2019; to provide that, except to the extent authorized by federal law, nothing in this Act authorizes the state or any political subdivision thereof, including an authority, to require small wireless

facility deployment or to regulate wireless services; to address any perceived conflicts between this Act and Chapter 66B of Title 36; to address the law applicable to certain activities relating to wireline backhaul facilities; to provide that the approval of certain activities relating to small wireless facilities shall not authorize the provision of communications services; to provide for certain limitations on the regulation of certain communications facilities and the regulation and imposition of a tax, fee, or charge on certain communications services; to provide that this Act shall not apply to an authority to the extent such authority uses communications facilities to provide free Wi-Fi services to the public; to provide that nothing in this Act relieves any person of any duties provided for in Chapter 9 of Title 25; to provide for related matters; to provide for effective dates; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended by adding a new chapter to read as follows:

"CHAPTER 66C

36-66C-1.

This chapter shall be known and may be cited as the 'Streamlining Wireless Facilities and Antennas Act.'

36-66C-2.

As used in this chapter, the term:

(1) 'Administrative review' means review by an authority, including authority staff, of an application to determine whether the issuance of a permit is in conformity with the applicable provisions of this chapter.

(2) 'Antenna' means:

(A) Communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or

(B) Communications equipment similar to equipment described in subparagraph (A) of this paragraph used for the transmission, reception, or transmission and reception of surface waves.

Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

(3) 'Applicable codes' means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the state or an authority or are otherwise applicable in the jurisdiction in which the application is submitted.

(4) 'Applicant' means any person that submits an application.

(5) 'Application' means a written request submitted by an applicant to an authority for a permit to:

(A) Collocate a small wireless facility in a right of way; or

(B) Install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be collocated.

(6) 'Authority' means any county, consolidated government, or municipality or any agency, district, subdivision, or instrumentality thereof. Such term shall not include an electric supplier.

(7) 'Authority pole' means a pole owned, managed, or operated by or on behalf of an authority. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

(8) 'Class I Authority' means any county which has 100,000 parcels or more of real property within the unincorporated area of such county, any consolidated government which has 100,000 parcels or more of real property within the consolidated area, or any municipality which has 100,000 parcels or more of real property within the municipality.

(9) 'Class II Authority' means any county which has at least 10,000 parcels but less than 100,000 parcels of real property within the unincorporated area of such county, any consolidated government which has at least 10,000 parcels but less than 100,000 parcels of real property within the consolidated area, or any municipality which has at least 10,000 parcels but less than 100,000 parcels of real property within the municipality.

(10) 'Class III Authority' means any county which has less than 10,000 parcels of real property within the unincorporated area of such county, any consolidated government which has less than 10,000 parcels of real property within the consolidated area, or any municipality which has less than 10,000 parcels of real property within the municipality.

(11) 'Collocate' or 'collocation' means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(12) 'Communications facility' means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

(13) 'Communications service provider' means a provider of communications services.

(14) 'Communications services' means cable service as defined in 47 U.S.C. Section 522(6); telecommunications service as defined in 47 U.S.C. Section 153(53);

information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

(15) 'Consolidated application' means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

(16) 'Decorative pole' means an authority pole that is specially designed and placed for aesthetic purposes.

(16.1) 'Electric supplier' shall have the same meaning as provided in Code Section 46-3-3.

(17) 'Eligible facilities request' means an eligible facilities request as set forth in 47 C.F.R. Section 1.40001(b)(3), as it existed on January 1, 2019.

(18) 'FCC' means the Federal Communications Commission of the United States.

(19) 'Fee' means a one-time, nonrecurring charge based on time and expense.

(20) 'Historic district' means:

(A) Any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1;

(B) Any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the 'Georgia Historic Preservation Act'; or

(C) Any area designated as a historic district or property by law prior to the effective date of this Code section.

(21) 'Law' means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

(22) 'Metropolitan statistical area' means a standard metropolitan statistical area which is located within this state and recognized by the United States Department of Commerce, Bureau of the Census, according to the United States decennial census of 2010 or any future such census.

(23) 'Micro wireless facility' means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

(24) 'Permit' means a written authorization, in electronic or hard copy format, required to be issued by an authority to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

(25) 'Person' means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

(26) 'Pole' means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

(27) 'Rate' means a recurring charge.

(28) 'Reconditioning work' means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

(29) 'Replace,' 'replacement,' or 'replacing' means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

(30) 'Replacement work' means the activities associated with replacing an authority pole.

(31) 'Right of way' has the same meaning as provided in paragraph (25) of Code Section 32-1-3; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of an authority and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances described in subparagraph (K) or (R) of paragraph (24) of Code Section 32-1-3.

(32) 'Small wireless facility' means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications:

(A) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and

(B) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility:

(i) Electric meters;

(ii) Concealment elements;

(iii) Telecommunications demarcation boxes;

(iv) Grounding equipment;

(v) Power transfer switches;

(vi) Cut-off switches; and

(vii) Vertical cable runs for connection of power and other services.

Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(33) 'State' means the State of Georgia.

(34) 'Support structure' means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(35) 'Wireless infrastructure provider' means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(36) 'Wireless provider' means a wireless infrastructure provider or a wireless services provider.

(37) 'Wireless services' means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(38) 'Wireless services provider' means a person that provides wireless services.

(39) 'Wireline backhaul facility' means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

36-66C-3.

(a) An applicant that has not previously held a meeting with a Class I Authority that complies with this Code section shall meet with the Class I Authority at least 30 days before submitting applications under Code Section 36-66C-6 to inform such authority in good faith when such applicant expects to commence deployment of small wireless facilities and poles within such authority pursuant to this chapter, the number of small wireless facilities and poles it expects to deploy during the 24 months after commencement, and the expected timing of such deployments.

(b) Upon request by any Class II Authority that is located within a metropolitan statistical area and with which the applicant has not previously held a meeting that complies with this Code section, an applicant shall meet with such authority at least 30 days before submitting applications under Code Section 36-66C-6 to inform such authority in good faith when such applicant expects to commence deployment of small wireless facilities and poles within such authority pursuant to this chapter, the number of small wireless facilities and poles it expects to deploy during the 24 months after commencement, and the expected timing of such deployments.

(c) All documents or other information provided by the applicant in the course of, or in association with, any meetings provided for in this Code section shall be presumed to be confidential and proprietary and a trade secret as such term is defined in Code Section 10-1-761, shall be subject to exemption from disclosure under state and federal law, and shall not be subject to disclosure under Article 4 of Chapter 18 of Title 50.

36-66C-4.

A wireless provider may collocate small wireless facilities and install, modify, or replace associated poles or decorative poles under this chapter without an agreement with an authority and without an implementing ordinance. An authority may make available to wireless providers rates, fees, and other terms that comply with this chapter and that are adopted by ordinance, resolution, or another document by the authority after public notice. In the absence of an ordinance, a resolution, or another document that complies with this chapter, and until any such ordinance, a resolution, or other document is adopted, if at all, a wireless provider may collocate small wireless facilities and install, modify, or replace associated poles or decorative poles pursuant to the requirements of this chapter. An authority may not require a wireless provider to enter into an agreement to implement this chapter, but nothing in this chapter shall prohibit an authority and a wireless provider from voluntarily entering one or more such agreements, including such agreements with rates, fees, and other terms that differ from those in this chapter; provided, however, that the authority shall make each such agreement available for public inspection and available for adoption upon the same terms and conditions to any requesting wireless provider.

36-66C-5.

(a) As a condition to the issuance of a permit to collocate a small wireless facility or to install, modify, or replace a pole or a decorative pole for collocation of a small wireless facility in a right of way, the applicant shall pay the following fees and rates:

(1) A fee for each application for the collocation of each small wireless facility on an existing pole assessed by the authority not to exceed $100.00 per small wireless facility;

(2) A fee for each application for each replacement pole with an associated small wireless facility assessed by the authority not to exceed $250.00;

(3) A fee for each application for each new pole with an associated small wireless facility assessed by the authority not to exceed $1,000.00 per pole with an associated small wireless facility;

(4) An annual right of way occupancy rate assessed by the authority for nonexclusive occupancy of the right of way by the applicant not to exceed:

(A) One hundred dollars per year for each small wireless facility collocated on any existing or replacement pole, including an existing or replacement authority pole; or

(B) Two hundred dollars per year for each new pole, other than a replacement pole, with an associated small wireless facility;

(5) An annual attachment rate for collocations on authority poles not to exceed $40.00 per year per small wireless facility, which shall be nondiscriminatory regardless of the services provided by the collocating wireless provider;

(6) A fee for make-ready work, as provided in subsection (n) of Code Section 36-66C-7; and

(7) Generally applicable nondiscriminatory fees for any permit required under generally applicable law; provided, however, that an applicant shall not be required to obtain or pay any fees for a building permit, as the permit issued pursuant to this chapter serves as a building permit for the applicable poles and small wireless facilities.

(b) The monetary caps provided in paragraphs (1), (2), (3), (4), and (5) of subsection (a) of this Code section shall increase 2.5 percent annually beginning January 1, 2021.

(c) If, in a final adjudication not subject to further appeal or to review by the United States Supreme Court, a federal court reviewing Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, et al., Declaratory Ruling and Third Report and Order, WT Docket No. 17-79 and WC Docket No. 17-84, FCC 18-133 (released September 27, 2018), or a related FCC order, or a Georgia federal district court, the United States Court of Appeals for the Eleventh Circuit, or the United States Supreme Court interpreting 47 U.S.C. Section 253(c) as it existed on January 1, 2019, determines that fair and reasonable compensation includes not only cost based charges but also market based charges with respect to application fees or right of way occupancy rates for the installation of small wireless facilities or poles, or to authority pole attachment rates for small wireless facilities, then:

(1) Beginning on July 1 of the calendar year following the date that the final adjudication is no longer subject to further appeal or to review by the United States Supreme Court, the monetary caps provided in paragraphs (1), (2), (3), (4), and (5) of subsection (a) of this Code section for the fees or rates to which the determination applies, excluding any

increases that have been made under subsection (b) of this Code section, shall double; and

(2) Beginning on July 1 of the second calendar year following the date that the final adjudication is no longer subject to further appeal or to review by the United States Supreme Court, the monetary caps in paragraphs (1), (2), (3), (4), and (5) of subsection (a) of this Code section for the fees or rates to which the determination applies shall terminate. In place of any monetary caps that terminate pursuant to this subsection, applicants shall pay fees or rates, as each may be applicable, that constitute the fair and reasonable compensation due to the authority under applicable law.

(d) An applicant shall not be subject to any fees or rates other than those expressly provided for by this Code section or as may be otherwise voluntarily negotiated between an applicant and the authority in accordance with Code Section 36-66C-4.

(e) The applicant, or the person that owns or operates the small wireless facility collocated in the right of way, may remove its small wireless facilities at any time from the right of way upon not less than 30 days' prior written notice to the authority and may cease paying to the authority any applicable fees and rates for such use, as of the date of the actual removal of the small wireless facilities. In the event of such removal, the right of way shall be, to the extent practicable in the reasonable judgment of the authority, restored to its condition prior to the removal. If the applicant fails to return the right of way, to the extent practicable in the reasonable judgment of the authority, to its condition prior to the removal within 90 days of the removal, the authority may, at the sole discretion of the authority, restore the right of way to such condition and charge the applicant the authority's reasonable, documented cost of removal and restoration, plus a penalty not to exceed $500.00. The authority may suspend the ability of the applicant to receive any new permits from the authority until the applicant has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the authority shall not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

36-66C-6.

(a) A wireless provider may collocate small wireless facilities on authority poles and decorative poles in the right of way, subject to administrative review only and the issuance of a permit as set forth in this Code section. Subject to administrative review only and the issuance of a permit as set forth in this Code section, a wireless provider may occupy the right of way for the following uses, provided that such uses shall be in accordance with

applicable provisions of this chapter, including without limitation, those set forth in Code Section 36-66C-9:

(1) Collocation of a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in paragraph (3) of subsection (h) of Code Section 36-66C-7 or on or adjacent to a decorative pole in compliance with Code Section 36-66C-12; and

(2) Installation, modification, or replacement of a pole or a decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in paragraphs (1) and (2) of subsection (h) of Code Section 36-66C-7.

(b) No wireless provider shall collocate any small wireless facility in the right of way or install, modify, or replace a pole or decorative pole for collocation of a small wireless facility in the right of way without first filing an application and obtaining a permit therefor, except as otherwise expressly provided in subsection (e) of this Code section. Any failure to comply with this subsection by a wireless provider shall allow the applicable authority, at the sole discretion of the authority, to restore the right of way, to the extent practicable in the reasonable judgment of the authority, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider its reasonable, documented cost of doing so, plus a penalty not to exceed $1,000.00. The authority may suspend the ability of the wireless provider to receive any new permits from the authority until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the authority shall not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(c) The authority shall make accepted applications publicly available; provided, however, that an applicant may designate portions of its application materials that it reasonably believes contain trade secrets by following the procedures set forth in paragraph (34) of subsection (a) of Code Section 50-18-72.

(d) The application shall be made by the applicable wireless provider or its duly authorized representative and shall contain the following:

(1) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant;

(2) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;

(3) A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the

nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed;

(4) Detailed construction drawings regarding the proposed use of the right of way;

(5) To the extent the proposed facility involves collocation on a pole, decorative pole, or support structure, a structural report performed by a duly licensed engineer evidencing that the pole, decorative pole, or support structure will structurally support the collocation, or that the pole, decorative pole, or support structure may and will be modified to meet structural requirements, in accordance with applicable codes;

(6) For any new aboveground facilities, visual depictions or representations if such are not included in the construction drawings;

(7) Information indicating the horizontal and approximate vertical location, relative to the boundaries of the right of way, of the small wireless facility for which the application is being submitted;

(8) If the application is for the installation of a pole or replacement of a decorative pole, a certification that complies with subsection (k) of this Code section;

(9) If the small wireless facility will be collocated on a pole or support structure owned by a third party, other than an authority pole or a decorative pole, a certification that the wireless provider has permission from the owner to collocate on the pole or support structure; and

(10) If the applicant is not a wireless services provider, a certification that a wireless services provider has requested in writing that the applicant collocate the small wireless facilities or install, modify, or replace the pole or decorative pole at the requested location.

(e) An application shall not be required for the following activities, provided that a wireless provider may be required to obtain permits for such activities, such as electrical permits or street opening permits, if otherwise required by generally applicable law:

(1) With respect to a pole or decorative pole on which a small wireless facility is collocated, inspections, testing, repairs, and modifications that maintain functional capacity and aesthetic and structural integrity, provided that modifications are limited by the structural load analysis supplied by the applicant in its prior application to the authority; and

(2) With respect to a small wireless facility, inspections, testing, or repairs that maintain functional capacity or the replacement or upgrade of antennas or other components of the small wireless facility such as a swap out or addition of antennas and radio equipment as required by the applicant, with antennas and other components that are substantially similar in color, aggregate size, and other aesthetics to that previously permitted by the authority and consistent with the height and volume limits for small wireless facilities

under this chapter, so long as the pole, decorative pole, or support structure will structurally support, or prior to installation will be modified to support, the structural load in accordance with the structural load analysis supplied by the applicant in its prior application to the authority.

(f) An authority shall not require a wireless provider to obtain a permit or any other approval or require fees or rates for the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between poles or support structures in the right of way in compliance with applicable codes; provided, however, that an authority may require a wireless provider to obtain permits for any additional activities such as electrical work, excavation, or closure of sidewalks or vehicular lanes within the right of way if otherwise required by generally applicable law. Such permits shall be issued on a nondiscriminatory basis upon terms and conditions applied to any other person's similar activities in the right of way.

(g) Any material change to information contained in an application shall be submitted in writing to the authority within 30 days after the events necessitating the change.

(h) Unless otherwise provided by applicable law, all applications pursuant to this chapter shall be accompanied by the fees required under Code Sections 36-66C-4 and 36-66C-5.

(i) An authority shall not enter into an exclusive arrangement with any person for use of the right of way for the collocation of small wireless facilities or the installation, operation, marketing, modification, maintenance, or replacement of poles or for the right to attach to authority poles. A person that purchases or otherwise acquires an authority pole is subject to the requirements of this subsection.

(j) The authority, in the exercise of its administration and regulation of the management of the right of way, shall be competitively neutral and nondiscriminatory with regard to other users of the right of way.

(k) A wireless provider shall not apply to install a pole or replace a decorative pole unless it has determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:

(1) The wireless provider has the right to collocate subject to reasonable terms and conditions; and

(2) Such collocation would not impose technical limitations or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(l) Requests for installation, modification, or replacement of a support structure are not eligible for administrative review as set forth in this Code section.

(m) An application that is subject to administrative review shall be approved except as provided in subsection (j) of Code Section 36-66C-7.

(n) The provisions of this chapter concerning the collocation of small wireless facilities on poles and the installation, modification, and replacement of poles by wireless providers apply only to poles that are lawfully located or are to be lawfully located within the right of way. An authority has the burden of establishing that an existing pole's location within the right of way is not lawful.

36-66C-7.

(a) The requirements of this Code section govern an authority's review of applications for uses that are subject to administrative review as described in subsection (a) of Code Section 36-66C-6.

(b) Within 20 days of receipt of a written application, the authority shall:

(1) Notify the applicant in writing of the commencement and completion dates of any widening, repair, reconstruction, or relocation of the applicable right of way that is scheduled to commence, or is anticipated in good faith to commence, within 24 months after the application is filed;

(2) Notify the applicant, based on the authority's good faith preliminary review of the information provided in the application, of any aspect of the application that appears to be grounds for the authority's denial of the application pursuant to subsection (j) of this Code section; and

(3) Determine whether the application is complete and inform the applicant of its determination in writing. If the authority determines that an application is incomplete, it shall specifically identify to the applicant in writing all missing information within such 20 day period; otherwise the application is deemed complete. If the authority identifies missing information to the applicant as provided in this paragraph, the applicant may submit such missing information to the authority within 20 days of receipt of notification in writing from the authority that the application is incomplete without paying any additional application fee, and any subsequent review of the application by the authority for completeness shall be limited to the previously identified missing information. If the authority determines that an application remains incomplete, or if the authority determines that the applicant has made material changes to the application other than to address the missing information identified by the authority, the authority shall notify the applicant of such determination in writing within ten days of receipt of the resubmission of the written application, and absent an agreement to the contrary between the authority and the applicant that is confirmed by email or other writing, such notice shall constitute

a denial of the application. If the authority does not provide such written notification to the applicant within this ten-day period, the application shall be deemed complete.

(c) The authority shall make its final decision to approve or deny the application within 30 days of the written determination that the application is complete or when the application is deemed complete under paragraph (3) of subsection (b) of this Code section, whichever is earlier, for a collocation, and within 70 days of the written determination that the application is complete or when the application is deemed complete under paragraph (3) of subsection (b) of this Code section, whichever is earlier, for the installation, modification, or replacement of a pole or decorative pole.

(d) A decision to deny an application pursuant to this Code section shall be in writing, shall identify all reasons for the denial, and shall identify the provisions of applicable codes or other standards applicable pursuant to this chapter on which the denial was based. The decision to deny shall be sent to the applicant contemporaneously. The review period shall run until the written decision is delivered to the applicant in accordance with subsection (s) of this Code section.

(e) If the authority fails to act on an application within the review period provided for in subsection (d) of this Code section, the applicant may provide the authority written notice that the time period for acting has lapsed, and the authority shall then have 20 days after receipt of such notice to render its written decision. The application shall be deemed approved by passage of time and operation of law if the authority does not render its written decision within such 20 days.

(f) An applicant may, at the applicant's discretion and subject to the consolidated application requirements and processes under Code Section 36-66C-13, file a consolidated application.

(g) Notwithstanding any other provision of this chapter and to the extent that an application constitutes an eligible facilities request, the authority shall not deny the application and shall approve the application within 60 days according to the procedures established under 47 C.F.R. 1.40001(c).

(h) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the right of way as a permitted use in accordance with Code Section 36-66C-6, subject to applicable codes and the following requirements:

(1) Each such new, modified, or replacement pole installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level;

(2) Each such new, modified, or replacement pole installed in the right of way not in historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(A) Fifty feet above ground level; or

(B) Ten feet greater in height above ground level than the tallest existing pole in the same authority right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole; and

(3) New small wireless facilities in the right of way shall not exceed:

(A) For a collocation on an existing pole or support structure, more than ten feet above the existing pole or support structure; or

(B) For a collocation on a new, modified, or replacement pole under paragraph (1) or (2) of this subsection, the height limit provided in such paragraphs.

(i)(1) A wireless provider shall comply with reasonable and nondiscriminatory requirements that prohibit communications service providers and electric service providers from installing poles in a right of way in an area designated solely for underground or buried facilities of communications service providers and electric service providers where the authority:

(A) Has required all such facilities other than light poles and attachments to be placed underground and all such undergrounding has been completed prior to the submission of the application, or, for rights of way where such facilities other than light poles and attachments have not been deployed, has in effect a reasonable and nondiscriminatory zoning or development ordinance or regulation that requires such facilities other than light poles and attachments to be placed underground;

(B) Does not prohibit the replacement of light poles or the collocation of small wireless facilities in the designated area; and

(C) Permits wireless providers to seek a waiver of the underground requirements for the placement of a new pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner and consistent with applicable law.

(2) An authority that adopts undergrounding requirements shall:

(A) Allow a wireless provider to maintain in place any previously collocated small wireless facilities subject to any applicable pole attachment agreement; or

(B) Either allow the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location, which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.

(j) An authority shall approve an application for permitted uses described in subsection (a) of Code Section 36-66C-6 unless the requested collocation of a small wireless facility or the requested installation, modification, or replacement of a pole or decorative pole:

(1) Interferes with the operation of traffic control equipment;

(2) Interferes with sight lines or clear zones for transportation or pedestrians;

(3) Fails to comply with the federal Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., or similar laws of general applicability regarding pedestrian access or movement;

(4) Requests that ground-mounted small wireless facility equipment be located more than 7.5 feet in radial circumference from the base of the pole, decorative pole, or support structure to which the small wireless facility antenna would be attached, provided that the authority shall not deny the application if a greater distance from the base of the pole, decorative pole, or support structure is necessary to avoid interfering with sight lines or clear zones for transportation or pedestrians or to otherwise protect public safety;

(5) Fails to comply with applicable codes;

(6) Fails to comply with the maximum limitations set forth in subsection (h) of this Code section or the requirements of subsection (i) of this Code section;

(7) With respect to an application to install a pole or decorative pole, interferes with the widening, repair, reconstruction, or relocation of a public road or highway by an authority or the Department of Transportation that has been advertised for bid and scheduled for completion within six months after the application is filed;

(8) With respect to an application to install a pole or decorative pole, interferes with a public works construction project governed by Chapter 91 of Title 36 and scheduled for completion within six months after the application is filed;

(9) Fails to comply with Code Section 36-66C-10, 36-66C-11, or 36-66C-12;

(10) Fails to comply with laws of general applicability that address pedestrian and vehicular traffic and safety requirements; or

(11) Fails to comply with laws of general applicability that address the occupancy or management of the right of way and that are not otherwise inconsistent with this chapter.

(k)(1) A permit from the authority authorizes an applicant to undertake only certain activities in accordance with this chapter and shall not create a property right or grant authorization or license to the applicant to impinge upon the rights of other persons that may already have an interest in the right of way.

(2) Collocation, installation, modification, or replacement for which a permit is issued under this chapter shall be completed within six months after issuance, provided that an extension shall be granted for up to an additional six months upon written request made to the authority before the end of the initial six-month period if a delay results from

circumstances beyond the reasonable control of the applicant. Issuance of a permit authorizes the applicant to:

(A) Undertake the collocation, installation, modification, or replacement approved by the permit; and

(B) Operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of not less than ten years, which shall be renewed for equivalent durations so long as the applicant is in compliance with the criteria set forth in subsection (j) of this Code section, subject to the relocation requirements described in subsection (l) of this Code section and the applicant's right to terminate at any time.

(l) If, in the reasonable exercise of police powers, an authority requires widening, repair, reconstruction, or relocation of a public road or highway, or relocation of poles, support structures, or small wireless facilities is required as a result of a public project, a wireless provider shall relocate poles and support structures that such wireless provider has installed in the right of way for the collocation of small wireless facilities pursuant to this chapter at no cost to the authority in the event that such poles and support structures are found by the authority to unreasonably interfere with the widening, repair, reconstruction, or relocation project or the public project. If widening, repair, reconstruction, or relocation is required as a condition or result of a project by a person other than an authority, such person shall bear the cost of relocating such poles or support structures and any communications facilities on such poles or support structures. The wireless provider shall relocate the poles or support structures:

(1) By the date designated in a written notice from the authority that contains a good faith estimate by the authority of the date by which the authority intends to commence work, whenever the authority has determined that such removal, relocation, change, or alteration is reasonably necessary for the construction, repair, maintenance, or installation of any authority improvement or operations in or upon the right of way so long as the same time frames are applied to all utilities in the right of way; provided, however, that the date designated for relocation shall be at least 45 days after the authority provides the written notice to the wireless provider; or

(2) Within the time frame that the wireless provider estimates in good faith is reasonably needed to complete the relocation, so long as the wireless provider provides the authority written notice of its good faith estimate within 30 days following receipt of the written notice provided by the authority pursuant to paragraph (1) of this subsection and explains in detail why such wireless provider cannot reasonably complete the relocation by the date designated in the authority's written notice.

(m)(1) The wireless provider shall reasonably cooperate with the authority to carry out reconditioning work activities in a manner that minimizes interference with the wireless provider's approved use of the facility.

(2) The authority shall use reasonable efforts to provide the wireless provider with written notice of reconditioning work at least 120 days before such reconditioning work begins. Upon receiving such notice, it shall be the wireless provider's sole responsibility to provide adequate measures to cover, remove, or otherwise protect the wireless provider's communications facility from the consequences of the reconditioning work, including but not limited to paint and debris fallout. The authority reserves the right to require the wireless provider to remove all of the wireless provider's communications facilities from the authority pole and surrounding premises during reconditioning work, provided that the requirement to remove such is contained in the written notice required by this Code section. All costs associated with the protection measures, including temporary removal, shall be the sole responsibility of the wireless provider. If the authority fails in good faith to give notice within at least 120 days, it shall not affect the authority's rights under this subsection. In all cases, as much notice as possible shall be provided, but less than 30 days' notice shall be prohibited. The authority shall provide the wireless provider with a date by which its equipment must be protected or removed.

(3) The wireless provider may request a modification of the authority procedures for carrying out reconditioning work in order to reduce interference with the wireless provider's operation of its communications facility. If the authority agrees to the modification, the wireless provider shall be responsible for all reasonable incremental costs related to the modification.

(4) The authority shall provide the wireless provider with at least 120 days written notice of any replacement work before the authority may remove the wireless provider's communications facilities. The authority shall also promptly notify the wireless provider when the authority poles have been replaced and the wireless provider can reinstall its equipment. During the replacement work, the wireless provider may maintain a temporary communications facility on the property, or after approval by an authority on any land owned or controlled by an authority in the vicinity of the property. If the property will not accommodate the wireless provider's temporary communications facility or if the parties cannot agree on a temporary location, the wireless provider, at its sole discretion, shall have the right to suspend the applicable permit until the replacement pole is installed, upon 30 days' written notice to the authority.

(n) For any collocation on authority poles in the right of way, the authority shall provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility, including replacement of the pole if necessary, within 60

days after receipt of a completed application requesting attachment to the authority pole. Alternatively, the authority may require the wireless provider to perform the make-ready work and notify the wireless provider of such within the 60 day period. If the wireless provider or its contractor performs the make-ready work, the wireless provider shall indemnify the authority for any negligence by the wireless provider or its contractor in the performance of such make-ready work, the work shall not be deemed to violate Chapter 91 of this title, and the work shall otherwise comply with applicable law. If the authority opts to perform the make-ready work itself, the authority shall complete the work, including any pole replacement, within 90 days of receipt of written acceptance of the good faith estimate by the wireless provider. Such acceptance shall be signified by payment via check or other commercially reasonable and customary means specified by the authority. The authority may require that the replacement authority pole have the same functionality as the pole being replaced. If the authority pole is replaced, the authority shall operate authority fixtures on the pole, and, absent an agreement to the contrary between the authority and the wireless provider that is confirmed in writing, the authority shall take ownership of the new pole.

(o) If the wireless provider fails to relocate a support structure or pole or fails to provide a written good faith estimate of the time needed to relocate a support structure or pole within the time period prescribed in subsection (l) of this Code section, the authority shall have the right and privilege, ten days or more after the wireless provider receives written notice from the authority, to cut power to or move any support structure or pole located within the right of way, as the authority may determine to be necessary, appropriate, or useful in order to commence work on the public project.

(p)(1) If a wireless provider decides to abandon any small wireless facility, support structure, or pole, it shall notify the authority in writing as soon as practicable, but no later than 30 days prior to the abandonment. Following receipt of such notice, the authority shall instruct the wireless provider in writing to remove all or any portion of the small wireless facility, support structure, or pole if the authority determines that such removal will be in the best interest of public safety and welfare. If the wireless provider fails to remove the abandoned small wireless facility, support structure, or pole within 90 days after such notice, the authority may do so and recover the actual and reasonable expenses of doing so from the wireless provider, its successors, or its assigns, plus a penalty not to exceed $500.00. The authority may suspend the ability of the wireless provider, its successors, or its assigns, as applicable, to receive any new permits from the authority until the wireless provider, its successors, or its assigns, as applicable, have paid the amount assessed for such removal costs and the penalty assessed, if any; provided, however, that the authority shall not suspend such ability of any applicant that has

deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction. Nothing in this chapter precludes an authority from adopting reasonable and nondiscriminatory requirements that are not inconsistent with this subsection with respect to the removal of abandoned small wireless facilities, support structures, or poles.

(2) A small wireless facility that is not operated or a support structure or pole that is not utilized for a continuous period of 12 months shall be considered abandoned, and the owner of such small wireless facility, support structure, or pole shall remove such within 90 days after receipt of written notice from the authority notifying such owner of such small wireless facility, support structure, or pole of the abandonment. The authority shall send the notice by certified or registered mail, return receipt requested, to such owner at the last known address of such owner of the small wireless facility, support structure, or pole. If the owner does not provide written notice that the small wireless facility has not been out of operation or the support structure or pole has in fact been utilized for a continuous period of 12 months or does not remove such small wireless facility, support structure, or pole within the 90 day period, the authority may remove or cause the removal of such small wireless facility, support structure, or pole pursuant to the terms of its support structure or pole attachment agreement for authority poles or through actions provided for abatement of nuisances or by other law for removal and cost recovery.

(q) If the authority determines that a wireless provider's activity in a right of way pursuant to this chapter creates an imminent risk to public safety, the authority may provide written notice to the wireless provider and demand that the wireless provider address such risk. If the wireless provider fails to reasonably address the risk within 24 hours of the written notice, the authority may take or cause to be taken action to reasonably address such risk and charge the wireless provider the reasonable documented cost of such actions.

(r) The authority may require a wireless provider to repair all damage to a right of way directly caused by the activities of the wireless provider, while occupying, installing, repairing, or maintaining small wireless facilities, poles, or support structures, in such right of way and to restore the right of way to its condition before the damage occurred pursuant to the competitively neutral and reasonable requirements and specifications of the authority. If the wireless provider fails to return the right of way, to the extent practicable in the reasonable judgment of the authority, to its condition prior to the damage within 90 days of receipt of written notice from the authority, the authority may, at the sole discretion of the authority, restore the right of way to such condition and charge the wireless provider its reasonable, documented cost of doing so, plus a penalty

not to exceed $500.00. The authority may suspend the ability of the wireless provider to receive any new permits from the authority until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the authority shall not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(s) An authority shall send any notice or decision required by this Code section by registered or certified mail, statutory overnight delivery, hand delivery, or email transmission. The decision or notice shall be deemed delivered upon email transmission, deposit into overnight mail or regular mail receptacle with adequate postage paid, or actual receipt if delivered by hand.

36-66C-8.

Applications for any other uses that are not expressly set forth or referenced in subsection (a) of Code Section 36-66C-6 or that are not otherwise addressed by this chapter shall require compliance with, and issuance of a permit under, applicable law. Without limiting the foregoing, any modification, maintenance, repair, or replacement that is not set forth in subsections (e) and (f) of Code Section 36-66C-6 or that is not eligible for administrative review under Code Section 36-66C-7 shall require compliance with, and issuance of a permit under, applicable law.

36-66C-9.

(a) An applicant in the right of way shall employ due care during the installation and maintenance process and shall comply with all safety and right of way protection requirements of general applicability set forth in applicable law.

(b) An applicant in the right of way shall not place any small wireless facilities, support structures, poles, or decorative poles where they will interfere with any existing infrastructure or equipment and shall locate its lines and equipment in such a manner as not to interfere unnecessarily with the usual vehicular or pedestrian traffic patterns or with the rights or reasonable convenience of owners of property that abuts any right of way.

36-66C-10.

Notwithstanding any provision of this chapter to the contrary, within a historic district, an applicant may collocate a small wireless facility and may place or replace a pole, only upon satisfaction of the following:

(1) The issuance of a permit under subsection (a) of Code Section 36-66C-6; and

(2)(A) Compliance with any objective, reasonable, and nondiscriminatory aesthetic and structural requirements that have been made publicly available in writing by the authority at least 30 days prior to submission of the application; provided, however, that any such requirements may not have the effect of materially inhibiting any wireless provider's technology or service, and compliance with any such requirements shall not be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility; or

(B) In the absence of any such requirements, a replacement pole shall be substantially similar in height and appearance to the pole being replaced.

36-66C-11.

For applications for new poles in the right of way in areas zoned for residential use, the authority may propose an alternate location in the right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the authority's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

36-66C-12.

Notwithstanding any provision of this chapter to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following:

(1) The issuance of a permit under subsection (a) of Code Section 36-66C-6; and

(2)(A) Compliance with any objective and reasonable aesthetic and structural requirements that have been made publicly available in writing by the authority at least 30 days prior to submission of the application; provided, however, that any such requirements shall not have the effect of materially inhibiting any wireless provider's technology or service, and compliance with any such requirements shall not be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility; or

(B) In the absence of any such requirements, a replacement decorative pole shall be substantially similar in height and appearance to the decorative pole being replaced.

The authority shall operate authority fixtures on the replaced decorative pole, and, absent an agreement to the contrary between the authority and the wireless provider that is

confirmed by email or other writing, the authority shall take ownership of the new decorative pole.

36-66C-13.

(a) An applicant may submit a single consolidated application, provided that such a consolidated application shall be for a geographic area no more than two miles in diameter and shall comply with this Code section. The denial of one or more small wireless facilities or poles in a consolidated application shall not delay the processing of any other small wireless facilities or poles in the same application. An authority may issue a single permit or multiple permits for the small wireless facilities and poles in a consolidated application.

(b) In a Class I Authority:

(1) A consolidated application for the placement of new poles and the collocation of one or more small wireless facilities on such new poles may include no more than ten poles and any associated small wireless facilities. While an applicant has applications, including consolidated applications, pending before the Class I Authority for review of 25 or more new poles and the collocation of associated small wireless facilities, the Class I Authority may, but shall not be required to, toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the placement of new poles and the collocation of associated small wireless facilities. The number of new poles with collocated small wireless facilities pending for review before the Class I Authority that may toll the processing requirements for subsequent applications pursuant to this paragraph shall increase to 30, effective July 1, 2020; to 35, effective July 1, 2021; to 40, effective July 1, 2022; to 45, effective July 1, 2023; and to 50, effective July 1, 2024; and

(2) A consolidated application for the collocation of small wireless facilities on existing poles or support structures may include no more than 20 sites. While an applicant has applications, including consolidated applications, pending before the Class I Authority for review of 70 or more sites for the collocation of small wireless facilities on existing poles or support structures, the Class I Authority may, but shall not be required to, toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the collocation of small wireless facilities on existing poles or support structures. The number of sites for the collocation of small wireless facilities pending for review before the Class I Authority that may toll the processing requirements for subsequent applications pursuant to this subparagraph shall increase to 80, effective July 1, 2020; to 90, effective July 1, 2021; to 100, effective July 1, 2022; to 110, effective July 1, 2023; and to 120, effective July 1, 2024.

(c) In a Class II Authority:

(1) A consolidated application for the placement of new poles and the collocation of one or more small wireless facilities on such new poles may include no more than five poles and any associated small wireless facilities. While an applicant has applications, including consolidated applications, pending before the Class II Authority for review of 15 or more new poles and the collocation of associated small wireless facilities, the Class II Authority may, but shall not be required to, toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the placement of new poles and the collocation of associated small wireless facilities; and

(2) A consolidated application for the collocation of small wireless facilities on existing poles or support structures may include no more than 15 sites. While an applicant has applications, including consolidated applications, pending before the Class II Authority for review of 45 or more sites for the collocation of small wireless facilities on existing poles or support structures, the Class II Authority may toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the collocation of small wireless facilities on existing poles or support structures.

(d) In a Class III Authority:

(1) A consolidated application for the placement of new poles and the collocation of one or more small wireless facilities on such new poles may include no more than two poles and any associated small wireless facilities. While an applicant has applications, including consolidated applications, pending before the Class III Authority for review of eight or more new poles and the collocation of associated small wireless facilities, the Class III Authority may, but shall not be required to, toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the placement of new poles and the collocation of associated small wireless facilities; and

(2) A consolidated application for the collocation of small wireless facilities on existing poles or support structures may include no more than six sites. While an applicant has applications, including consolidated applications, pending before the Class III Authority for review of 24 or more sites for the collocation of small wireless facilities on existing poles or support structures, the Class III Authority may, but shall not be required to, toll the processing requirements under Code Section 36-66C-7 for any application subsequently submitted by the same applicant for the collocation of small wireless facilities on existing poles or support structures.

(e) For purposes of subsections (b), (c), and (d) of this Code section:

(1) Small wireless facilities and poles that a wireless services provider applicant has requested a third party to deploy and that are included in a pending application by the third party shall be counted as pending requests by the wireless services provider applicant; and

(2) When the processing of an application is tolled pursuant to subsection (b), (c), or (d), the application is no longer counted as pending. As processing of applications is completed, the authority shall begin processing previously tolled applications in the order in which they were submitted, unless the applicant specifies a different order.

36-66C-14.

If multiple applications are received by the authority to install two or more poles or decorative poles at the same location or to collocate two or more small wireless facilities on the same pole, decorative pole, or support structure, the authority shall resolve conflicting requests in an appropriate, reasonable, and nondiscriminatory manner.

36-66C-15.

(a) An authority shall not require a wireless provider to indemnify and hold the authority and its officers and employees harmless against any claims, lawsuits, judgments, costs, liens, losses, expenses, or fees arising from the wireless provider's activities in the public right of way under this chapter, except when a court of competent jurisdiction has found that the negligence of the wireless provider while conducting such activities caused the harm that resulted in such claims, lawsuits, judgments, costs, liens, losses, expenses, or fees or to require a wireless provider to obtain insurance naming the authority or its officers and employees an additional insured against any of the foregoing.

(b) In no event shall any authority or any officer, employee, or agent affiliated therewith, while in the performance of its or his or her official duties, be liable for any claim related to the siting, installation, maintenance, repair, replacement, relocation, permitting, or location of wireless equipment, facilities, poles, or infrastructure, including, but not limited to, any claim for destruction, damage, business interruption, or signal interference with other communications service providers wherein such siting, installation, maintenance, repair, replacement, relocation, permitting, or location was undertaken in substantial compliance with this chapter.

36-66C-16.

Absent an agreement to the contrary that is made public and that is available for adoption upon the same terms and conditions to any requesting wireless provider, an authority shall not require an applicant to perform services unrelated to the collocation for which approval

is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or space on a utility pole or a wireless support structure for the authority, and such authority may not require an applicant to transfer small wireless facilities, poles, decorative poles, or support structures to the authority, provided that the authority may require transfer of an authority pole replaced by the applicant to accommodate its collocation.

36-66C-17.

If an authority and a wireless provider entered into an agreement addressing the subject matter of this chapter prior to October 1, 2019:

(1) This chapter shall not apply until such agreement expires or is terminated pursuant to its terms with regard to poles, decorative poles, support structures, replacement poles, and small wireless facilities installed pursuant to such agreement prior to October 1, 2019; and

(2) Otherwise, the provisions of this chapter shall apply to poles, decorative poles, support structures, replacement poles, and small wireless facilities installed on or after October 1, 2019.

36-66C-18.

Except to the extent authorized by current or future federal law, nothing in this chapter shall authorize this state or any political subdivision thereof, including, but not limited to, an authority, to require small wireless facility deployment or to regulate wireless services.

36-66C-19.

In the event of any conflict between the provisions of this chapter and the provisions of Chapter 66B of this title, this chapter shall control as to the collocation of small wireless facilities and the construction, installation, maintenance, modification, operation, and replacement of poles or support structures by wireless providers in the right of way.

36-66C-20.

(a) The construction, installation, maintenance, modification, operation, and replacement of wireline backhaul facilities in the right of way are not addressed by this chapter, and any such activity shall comply with Code Section 46-5-1, Chapter 76 of this title, and other applicable law.

(b) The approval of the installation, placement, maintenance, or operation of a small wireless facility pursuant to this chapter shall not authorize the provision of any communications services.

(c) Except as provided in this chapter or otherwise expressly authorized by state or federal law, an authority shall not adopt or enforce any ordinances, regulations, or requirements as to the placement or operation of communications facilities in a right of way by a communications services provider authorized by state or local law to operate in a right of way, regulate any communications services, or impose or collect any tax, fee, or charge for the provision of communications services over the communications services provider's communications facilities in a right of way.

(d) This chapter shall not apply to an authority to the extent that such authority uses communications facilities to provide free Wi-Fi services to the public.

36-66C-21.

Nothing in this chapter relieves any person of any duties set forth in Chapter 9 of Title 25."

SECTION 2.

(a) Code Sections 36-66C-1, 36-66C-2, and 36-66C-3 of this Act shall become effective upon this Act's approval by the Governor or upon this Act becoming law without such approval.

(b) Except as provided for in subsection (a) of this section, this Act shall become effective on October 1, 2019.

SECTION 3.

All laws and parts of laws in conflict with this Act are repealed.

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Community Development
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: PH-19-22 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – BED & BREAKFAST DEFINITION (2ND READING)
SPONSOR: STAFF
CONSIDERATION OF TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE RELATED TO THE DEFINITION OF 'BED & BREAKFAST'.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Consideration of text amendments to the Unified Development Code related to the definition of 'Bed & Breakfast'.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Ordinance, SECTION_1.4___DEFINITIONS - Bed & Breakfast REVISED

AN ORDINANCE TO AMEND ARTICLE I OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND THE DEFINITION OF 'BED AND BREAKFAST'; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the "City") adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Unified Development Code"); and

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta; and

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs; and

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta; and

WHEREAS, the City Council desires to amend Article I of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendment to the Unified Development Code 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 Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Article I, Subsection 1.4 titled "Definitions" of the Unified Development Code is hereby amended by revising same as set forth in Exhibit "A" attached hereto as if fully set forth herein; and

Section 2: 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 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia and The Code of Ordinances of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____day of _____, 2019.

Approved:

_____
Jim Gilvin, Mayor

Attest:

_____
Erin Cobb, City Clerk
(Seal)

Approved as to Form:

_____
C. Sam Thomas, City Attorney

COUNCILMEMBERS

_____

_____

_____

_____

_____

_____

Exhibit “A”

Bed and Breakfast. A building in which lodging and meals are provided for no more than ~~15~~ seven (7) guest rooms and one (1) owner's suite and meals are served in a common dining room. Lodging facilities and services are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Bed and breakfast does not include retail uses, bar, conference center or special event facilities.

SECTION 1.4 - DEFINITIONS

1.4.1 Use of words and phrases.

For the purpose of this Ordinance, the following shall apply to the use of words and phrases:

A. Words used in the present tense include the future tense. Words used in the singular tense include the plural tense, and words used in the plural tense include the singular tense. The masculine person "his" also means "her."

B. The word "shall" is always mandatory and not discretionary.

C. The word "may" is permissive.

D. The word "and" indicates that all of the conditions, requirements, or factors so connected must be met or fulfilled, whereas the word "or" indicates that at least one condition, requirement, or factor so connected must be met.

E. The term "such as" is intended to introduce one or more examples in illustration of a requirement or point, and is used herein to mean "including but not limited to the following."

F. The word "structure" includes the word "building."

G. The word "lot" shall include the words "plot," "tract," "parcel," and "property."

H. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."

I. The verbs "zone" and "rezone" have the same meaning and refer to the act of amending the Official Zoning Map through the process established by this Ordinance.

J. The nouns "zone," "zoning district" and "district" have the same meaning and refer to the Zoning Districts established under this Ordinance.

K. All words and phrases shall be interpreted within the context of the sentence, Section and Article in which they occur.

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Acceleration Lane. An added roadway lane which permits integration and merging of slower moving vehicles into the main vehicular stream.

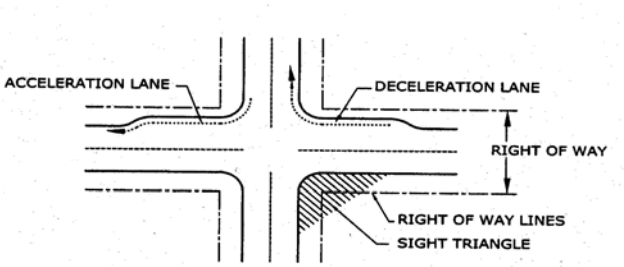


FIGURE 1

Access. A way or means of approach to provide physical entrance to a property.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

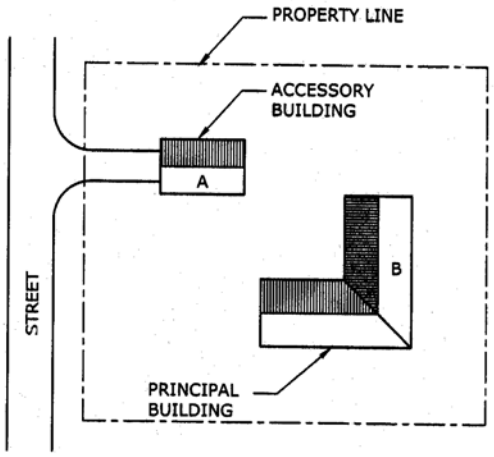


FIGURE 2

Accessory Use. A use customarily incidental and subordinate to the principal use and located on the same lot with such principal use.

Acre. A measure of land area containing 43,560 square feet.

1. *Acreage, Gross.* The total area of a property measured in acres and fractions thereof rounded to the nearest one-tenth acre.
2. *Acreage, Net.* The total buildable area of a property measured in acres to the nearest one-tenth, as existed when originally approved for its current zoning district, less any flood plain, easements and land dedicated to and accepted for streets or other public improvements by the City.

Adult Book Store. A retail establishment, a majority of whose inventory consists of books, magazines, videotapes and similar materials containing sexual activities or specified anatomical parts.

Airport. A property or structure licensed and approved by the Federal Aviation Administration where fixed wing aircraft or helicopters can land and take off, which may be equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

Aisle. The traveled way, which is not the public right-of-way, by which cars enter and depart parking spaces.

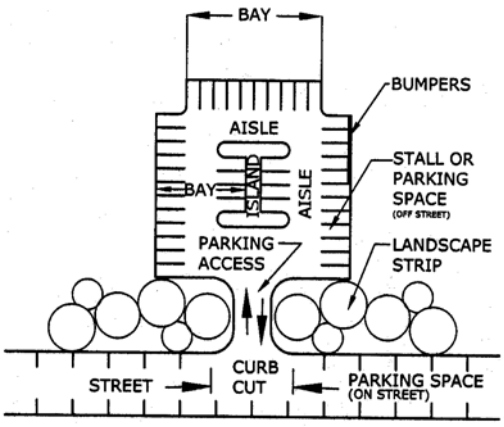


FIGURE 3

Alley. A non-exclusive private easement or publicly dedicated service way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to a building; any change in use; or any relocation of a building from one location or position to another.

Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience.

Amenity. A natural or man-made feature which is intended to enhance or make more attractive or satisfying a particular property.

Animal Hospital, Large Animals. A place where horses, cattle, sheep or other animals normally kept in agricultural settings are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Animal Hospital, Small Animals. A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Annexation. The incorporation of a land area into the City with a resulting change in the city limit boundaries.

Antenna. See Section 2.8 for definition of 'antenna.'

Apartment. One or more rooms comprising an independent dwelling unit in a 'For-Rent' building.

Applicant. Any person making a request to the City for any approval, permit or authorization under the procedures contained in this Ordinance.

Art Galleries. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This does not include libraries, museums, or non-commercial art galleries, or where such display of art is incidental to the primary use.

Asphalt Plant. A business which manufactures, mixes, or blends asphaltic products for distribution.

Assisted Living Facility. See Congregate Housing.

Associations. An organization of persons having common interests or purposes.

Auditorium. An indoor building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Auto Sales and Leasing. The use of any building, land area, or other premises or portions thereof, for the display, sales or lease of automobiles, trucks, vans, trailers or recreational vehicles, including internet transactions where most vehicles are not stored on site.

Automobile. A self-propelled, free moving vehicle, with at least four but no more than six wheels, designed primarily for the transportation of passengers or for conveyance of up to two tons of materials on a street or roadway.

Automobile Service Station. Any building, land area or other premises, or portion thereof used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries and similar accessories, or the provision of tune-up or light maintenance services for vehicles.

Automotive Service Establishment. A business principally engaged in the repair of automobiles or other motorized vehicles, or the installation or repair of equipment or parts on motorized vehicles such as mufflers, brakes, tires, radios, transmissions, and engines or engine parts.

Bakery. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service.

Bank. A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. This may include credit unions, savings and loans, and traditional banks.

Barber Shop. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.

Basement. An area below the first floor of a building used for storage, garages, and utilities or for common use of the occupants of the building. A basement used for any one or more of the above purposes shall not be counted as a story.

Beauty Shop. Any commercial establishment, residence, vehicle, or other establishment, place, or event wherein cosmetology is offered or practiced on a regular basis for compensation, excluding such types of services requiring customers to disrobe.

Bed and Breakfast. A building in which lodging and meals are provided for no more than ~~15~~ seven (7) guest rooms and one (1) owner's suite and meals are served in a common dining room. Lodging facilities and services are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Bed and Breakfast does not include retail uses, public bar, conference center or special event facilities. Guest rooms within the building shall contain no equipment for food preparation other than a coffee maker, mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through the interior of the building.

Berm. A mound of earth, or the act of pushing earth into a mound.

Block. A tract of land bounded by streets or a combination of streets and public land, rights-of-way or any other barrier to the community or development.

Board of Appeals. The appointed Board of Appeals of the City of Alpharetta.

Boarding House. A dwelling where more than two, but fewer than six rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Book or Stationery Store. An establishment for the sale or distribution of books and miscellaneous stationery by direct retail sales to the public.

Bottled Gas Storage and Distribution. An establishment where gas is stored for wholesale distribution.

Boutique Hotel. A high quality hotel which contains less than 120 rooms located in a unique setting, such as the City's Downtown, mixed-use developments and/or an entertainment district. The building shall reflect a unique exterior architecture and interior design compatible with the area in which the hotel is located. The boutique hotel shall provide guests with high quality services, such as, but not limited to, concierge, on-site restaurant, room service, meeting space, business center, banquet facilities, spas, doormen, valet parking, boutiques and/or other amenities. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Brewery. A facility where malt beverages are manufactured or brewed.

Broadcasting Studio. An establishment for the dissemination of radio, television, satellite, or similar medium, which may include a transmission tower.

Buffer Area or Buffer Strip. That portion of a lot set aside for open space and screening purposes pursuant to applicable provisions of this Ordinance to separate different zoning districts or uses on one property from uses on another property. A required set back area may not be included in a required buffer area or visa-versa.

Buffer, Undisturbed. An area of land as defined above that exists in its natural state without intrusion or alteration. The addition of landscaping into areas of sparse vegetation within undisturbed buffers does not constitute intrusion or alteration.

Buildable Area. See "Lot Building Area."

Builder's Equipment. An area designed or intended for the storage and use of equipment or materials common in the construction trade. This may not include sales of such equipment or materials.

Building. Any structure built for or intended for occupancy, storage or shelter of persons, animals, personal or business property, or machinery of any kind which is entirely separated from any other structure.

Building Code. The latest edition of all codes relating to the construction of buildings and their mechanical, electrical and other systems, as adopted by the City of Alpharetta pursuant to the Georgia Uniform Building Code Act and also referred to as the Standard Building Code.

Building Frontage. The linear width of a building facing or most nearly facing a street.

Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.

Building Inspector. The Building Official of the City of Alpharetta or the Building Official's designated representative.

Building Site. A parcel or lot or land occupied or intended to be occupied by a building or structure having not less than the minimum area permitted by the code.

Bus Shelter. A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

Car Wash. Any building or premises or portions thereof dedicated to use for washing automobiles; or a structure containing facilities for washing automobiles.

Carpenter Shop. An establishment utilized for the manufacture or assemblage of wood into usable forms for sale and distribution.

Carpet and Rug Sales. An establishment for the retail or wholesale sale of floor coverings.

Cemetery. Land used or dedicated to the burial or internment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities.

Center Line of Street. Any line surveyed as such by the City of Alpharetta or the Georgia Department of Transportation or their designee, or, if no such survey exists, the line which is midway between the edge of pavement or back of curb of a street.

Central Business District (CBD). That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west. (see page 2-103)

Certificate of Occupancy. A document issued by the Director indicating that a particular building conforms with the requirements of this Ordinance and the building is complete and ready for use.

Church. A facility incorporating one or more buildings where religious services are conducted.

City. The City of Alpharetta, Georgia.

City Administrator. The Chief Operating Officer of the City of Alpharetta or his designee.

City Clerk. The City Clerk of Alpharetta, Georgia, or the City Clerk's designated representative.

City Council or Mayor and Council. The legally constituted and elected governing body of the City of Alpharetta, Georgia.

Clinic. An establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists, medical professionals, or social workers and where patients are not usually lodged overnight.

Club. Buildings and facilities owned or operated by an association or persons for a social or recreational purpose.

Collection Box. A container, trailer, vehicle or other structure, used for the purpose of acquiring donated goods, by a for-profit or not-for-profit entity.

Commercial Parking Lot. An area or structure dedicated to the temporary storage of automobiles or other vehicles for periods of less than 24 hours for a fee, operated as the principal use of the property or structure.

Community Development Director. The Director of the Community Development Department or his designee.

Comprehensive Plan (CP). The long-range plan for guiding development in the City of Alpharetta and the City's urban area to a point in time at least 15 years from when the plan was adopted, with the overall goal being to accommodate development in a timely, orderly, and efficient arrangement of land uses and public facilities and services that meet the needs of present and future residents and businesses.

Concept Plan. A generalized map presenting an image or representation of a proposed development, and showing those plan elements as further required by this Ordinance.

Concrete Plant. A business which manufactures, mixes, or blends concrete products for distribution.

Conditional Use. A use that generally would not be appropriate throughout a zoning district but which, if controlled as to visual appearance, number, area, height, location, or relation to abutting or nearby uses, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted only in zoning districts specified in this Ordinance and are subject to conditions and approval by the Mayor and Council.

Condominium. A legal form of multiple ownership consisting of a building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Condominium, Office. An office building (or group of buildings) organized, owned and maintained as a condominium.

Condominium, Residential. A building type consisting of individual units located within a single structure. The structure normally has at least two, but no more than six stories. The structure is designed to appear as a single building with no architectural distinction between the units. Architectural elements such as materials, colors and windows are repeated consistently throughout the building and there is usually a single roof element and a single point of primary entry. The architectural style typically expresses the horizontal lines of the building which then accentuates the floors of the building as a primary visual element. The common areas of the building such as the elevators and lobby may be expressed as special features on the main elevations of the structure.

Congregate Housing. Any group dwelling or facility licensed by the state, public or private, which for gain or otherwise, regularly provides one or more persons with assisted living care. The term "assisted living care" means specialized care and services including the provision of personal services, the administration of medications by a certified medication aide and the provision of assisted self-preservation. The term "personal services" includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance, essential activities of daily living such as eating, bathing, grooming, dressing, toileting, ambulation and transfer. The term "assisted self-preservation" means the capacity of a resident to be evacuated from an assisted living facility to a designated point of safety and within an established period of time as determined by the Office of Fire Safety Commissioner. Assisted self-preservation is a function of all of the following:

1. The condition of the individual.
2. The assistance that is available to be provided to the individual by the staff of the assisted living facility; and
3. The construction of the building in which the assisted living facility is housed, including whether such building meets the state fire safety requirements applicable to an existing health care occupancy.

Construction Trailer. A temporary structure used as an office and located on an active construction site.

Contractor's Office with outside storage. A room or group of rooms used for conducting business that includes an enclosed exterior space for the storage of business related equipment and supplies.

Contractor's Office without outside storage. A room or group of rooms used for conducting business that does not use any exterior storage area.

Convenience Center with Gas Pumps. A facility that combines a small retail store with the sale and dispensing of gasoline products.

Convenience Store. A retail establishment primarily selling packaged food and household convenience items, which may also dispense automobile fuel, oil and accessories. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Craftsman Shop or Studio. A facility where products are made or serviced on an individual basis without the use of mechanized or assembly line production equipment.

Curb Break or Curb Cut. Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.

Data Center. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or data processing equipment or systems.

Day Care Center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the State of Georgia as a group day

care home or day care center, which enrolls therein for pay, for supervision and care, seven or more children or adults. Such facility may provide supervision, care, education, recreation and specialized programmings but does not provide overnight accommodations.

Deed. An instrument that conveys or transfers title to land or other real property.

Density. The average number of dwelling units or gross square feet of building floor area per gross acre of land. For an individual property, the density shall be calculated by dividing the total dwelling units or gross square footage of the building by the total gross acres of the property that existed when originally approved for its current zoning district.

Design Review Board. The Design Review Board of the City of Alpharetta, as established by this Ordinance and appointed by the Mayor and Council.

Development Activity. The construction of public improvements, site improvements, or buildings, including any alteration of a property in preparation for such construction. Development Activity shall also include the "thinning" or removal of trees from undeveloped land in conjunction with a forest management program, and the removal of trees incidental to the development of land or to the marketing of land for development.

Director. Unless otherwise specified, the Director of Community Development of the City of Alpharetta, Georgia, or the Director's designated representative.

Discount Store. A retail store that sells new or used goods or products at prices lower than traditional retail outlets. Discount stores principally engage in offering a category of similar goods or a wide assortment of goods for sale to the general public.

Distillery. A facility where distilled spirits are manufactured (distilled, rectified or blended).

Drainage. See Article III, Section 3.1 for all definitions relating to drainage and storm water control.

Drive or Driveway. A surfaced asphalt or concrete area on a lot which provides direct access for vehicles between a street and a private garage, carport or other permitted parking space or parking area or loading area.

Dry cleaning, pick-up station. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Dry cleaning plant. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and/or agitation, and other processes incidental thereto.

Duplex (or semi-detached). A building type consisting of two independent units that are attached by a common side wall, floor and/or ceiling. Such units normally have at least two, but no more than four floors. These units may share a common front door and are sometimes designed to appear as a single unit.

Dwelling, 'For-Rent' (Downtown Overlay).

a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant and located within the Downtown Overlay (map A).

b. Building—A structure incorporating multiple rental units. (See Apartments.)

c. See Section 2.7 Standards for Downtown Overlay.

Dwelling, 'For-Rent' (Outside of Downtown Overlay).

a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant.

b. Building—A structure incorporating multiple rental units. (See Apartment.)

c. See Section 2.7 Standards for Units (outside of Downtown Overlay).

Dwelling, 'For-Sale'.

a. Detached—A free-standing residential unit designed to be purchased and occupied by a single family.

b. Attached—A residential unit attached to other residential units and designed to be purchased and occupied by a single family.

c. Condominium—A type of property ownership in which a 'For-Sale' unit is purchased and the purchaser of each unit acquires full title to the unit and an undivided interest in the common elements (the land, roof, elevator, etc.).

Dwelling, Group. A building or portion of a building occupied or intended for occupancy by a number of unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes but is not limited to the terms rooming house, apartment hotel, nursing home, fraternity or sorority house, YMCA or YWCA. A hotel, motel or bed and breakfast tourist home shall not be deemed to be a group dwelling as herein defined.

Dwelling Unit. One or more rooms connected together and constituting a separate, independent housekeeping establishment designed for use by one family with provision for cooking, eating, sleeping, bathing and personal sanitation, and physically set apart from any other rooms or dwelling units in the same structure or another structure.

Easement. A grant by a property owner of any designated part of a property for the use by another for a specified purpose without transfer of title or right of ownership.

Egress. An exit.

Electric power yards, substation. All equipment, fixtures, and personal property operated or maintained in connection with the production of electricity using any source of thermal, steam, wind, or solar energy with a generating capacity of more than 500 kilowatts and less than 50 megawatts.

Existing Use. The use of a lot or structure at the current time or another time if so designated.

Extended Stay Hotel. A building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses. See, Section 2.7.3.

Family. One or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, living and cooking together as a single, nonprofit housekeeping unit.

Family Day Care Home. An accessory use within a private residence, licensed by or registered with the State of Georgia as a family day care home, operated by the occupant of the dwelling who enrolls for pay, for supervision and care without overnight accommodations, three but not more than six children or adults.

Fast Food Restaurant. See Restaurant, Drive-thru or Fast Food.

Fence. A structure made of manufactured materials—and used for the purpose of defining a boundary, creating an enclosure, providing security, privacy or screening, or as a means of protection.

Flood Control. See Article III, Section 3.4, for definitions relating to flooding and flood control.

Floor Area. The total number of square feet of heated floor space within the exterior walls of a building.

Floor, First. The location within a building in which the primary egress and ingress are provided.

Florist, Retail With Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is permitted as a normal accessory use.

Florist, Retail Without Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is not permitted.

Frontage Lot or Street Frontage. The width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Funeral Home. A building used for the preparation of deceased human beings for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

Future Land Use Map. The map named as such and contained in the Comprehensive Plan that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.

Garage Sale. The sale or offering for sale of miscellaneous personal items on a residential zoned lot, (not including churches and schools).

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gasoline Station. A facility where primary use is the dispensation of fuels. (Also see Convenience Center with Gas Pumps)

Gazebo. An accessory, open air structure not exceeding 300 sq. ft. in size.

Governing Body. The Mayor and Council of the City of Alpharetta, Georgia, under whose authority this Ordinance is enacted into law, administered, and enforced.

Grade. The degree rise or descent of a sloping surface. The average elevation of the sidewalk or crown of road surrounding a building site.

Grade, Finished. See Section 3.1, "Site Grading and Land Disturbance."

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale or for personal enjoyment.

Greenspace. All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by manmade materials or structures such as buildings or paving.

Group Home. A dwelling shared by four or fewer persons, excluding resident owner, (or no more than six persons including the resident owner), who live together as a single housekeeping unit and in a long term, family-like environment in which the resident owner, serving as the primary caregiver to the residents, provides care, education and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. 1. No group home shall be located within 2,000 ft. of another group home as measured at the property line. 2. A group home shall be limited to one structure and multiple structures located near one another shall not be considered components of one group home. Each structure shall meet distance requirements. The term "group home" shall not include a halfway house, a treatment center for alcoholism or drug abuse, and work release facility for convicts or ex-convicts, a home for detention and/or rehabilitation of juveniles adjudged delinquent or unruly and placed in custody of the state or other housing facilities serving as an alternate to incarceration. The term "group home" shall also not allow the use of a dwelling as an apartment or duplex. A "group home" shall not allow use of the dwelling as a home for individuals on parole, probation, or convicted and released from incarceration, for any crimes including child molestation, aggravated child molestation, or child sexual abuse, as defined in O.C.G.A. 16-6-4 or individuals required to register as sex offenders pursuant to O.C.G.A. 42-1-12. A group home may include a home for the handicapped. As used in this subsection, the term "handicapped" shall mean:

1. Having a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;

2. Having a record of having such an impairment; or

3. Being regarded as having impairment.

However, the term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals.

Hardware Store. A facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliance, garden supplies, etc.; if greater than 30,000 square feet, such a facility is a Home Improvement Center.

Historic Business District. That portion of the Central Business District bounded by Church Street to the north, Highway 9 to the east, Marietta Street to the south and Milton High School to the west. (see page 2-122)

Home Improvement Center. A facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, houseware and household appliances, garden supplies, and cutlery.

Home Occupation. Any activity carried out as a business and/or for profit by the resident and conducted as an accessory use in the resident's dwelling unit.

Hospital. A building providing primary or tertiary health services and medical or surgical care to persons including in-patients and out-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

Hotel (or Motel). A building in which lodging along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service and fitness center, are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Hotel services shall include the provision of food and beverage services suitable for both guests and groups, on-site restaurant, lounges, group meeting spaces with banquet facilities and selective amenities, such as but not limited to spas, banquet rooms, doormen, valet parking, concierge, and high-end restaurant and boutiques. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Improvements. The buildings, public utilities and facilities, and accessory structures built on or serving a property.

A. *Public Improvements.* Any structure, owned by or to be dedicated to a government or a utility regulated by the Georgia Public Service Commission, together with its associated public land, easement or right-of-way, necessary to provide transportation, drainage, public or private utilities, or other public services such as education, recreation, or public safety.

B. *Site Improvements.* Any structure, other than a principal building or a structure intended for dedication to public ownership, constructed to support or provide for the use or occupancy of a property, such as driveways, parking and loading areas, retaining walls and other earthen works, erosion and sedimentation control facilities, stormwater drains and detention facilities, and connections to public water, sewer or other utilities.

Industrial Park. A development that contains a number of separate industrial buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Industrialized Buildings. Prefabricated structures as defined in O.C.G.A. 110-2 and usually used for a limited time period such as for a site construction office, portable classroom and site real estate office.

Ingress. Access or entry.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signing or lighting.

Junk or Salvage Yards. Any area, lot, land, parcel, building or structure or part thereof used for the storage, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or two or more unregistered, inoperable vehicles or other type of junk. See Also "Recycling Center."

Kennel. An establishment in which more than six dogs or other domesticated animals more than one year old may be housed, groomed, bred, boarded, trained or sold.

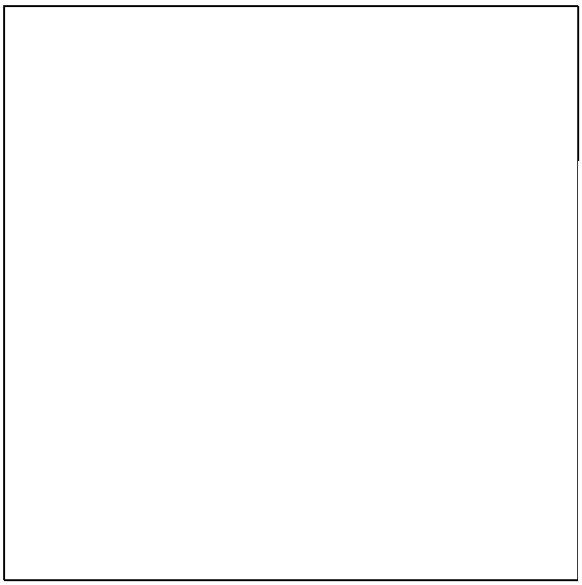
Land Disturbance Permit. A permit issued by the City that authorizes Development Activity, and includes, but is not limited to, activity related to soil erosion control, clearing and grubbing, grading, public and site improvements. This permit does not authorize building construction.

Land Use. See "Use," "Principal Use," and "Accessory Use."

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

Loading Space, Off-street. A space or berth used for the loading or unloading of commercial vehicles, trucks or other vehicles.

Lot. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of a lot, no part of the street right-of-way or private street easement may be included.



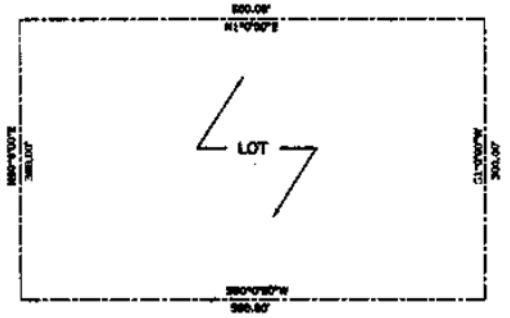


FIGURE 4

Lot Building Area. The portion of a lot located interior to the front, side and rear yard building setback lines; that is, the portion of a lot wherein a building may be located.

Lot, Corner. A lot abutting two or more streets at their intersection.

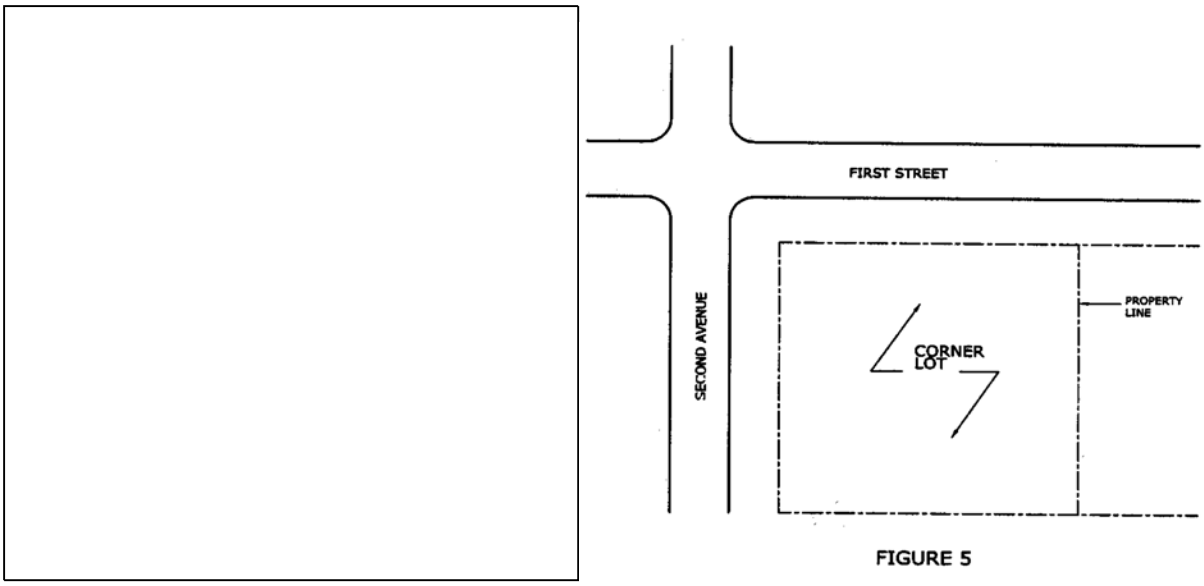


FIGURE 5

Lot Coverage. That portion of the lot that is covered by buildings, structures, and any other impervious surface.

Lot Depth. The distance between front and rear lot lines. If front and rear lines of said lot are not parallel, such least dimension shall be deemed to be the lot depth.

Lot, Double Frontage. A lot which has frontage on more than one street, provided however, that no corner lot shall qualify as a double frontage lot unless said corner lot has frontage on three or more streets.

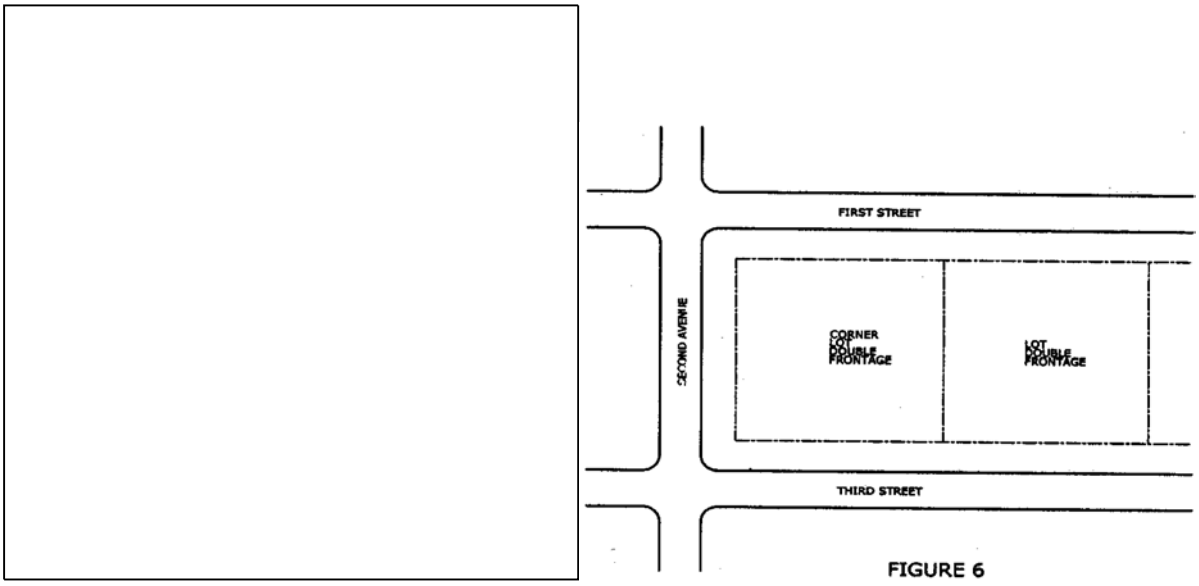


FIGURE 6

Lot, Flag. An "L" shaped lot whose frontage is provided by the driveway access which ties the buildable portion of the property to the street.

Lot Frontage. See "Frontage."

Lot Line. A line of record bounding a lot which divides one lot from another lot or from a street or any public space.

A. *Front Lot Line.* Any boundary line of a lot which is coterminous with a public street right-of-way line or private street easement line. For a corner lot, the narrow portion is usually considered the front.

B. *Rear Lot Line.* Any boundary line of a lot which does not intersect with a street right-of-way or private street easement line and which is usually opposite of the front lot line.

C. *Side Lot Line.* Any boundary line of a lot which intersects with a street right-of-way or private street easement line.

Lot of Record. A lot which exists as shown or described on a plat or deed recorded in the Office of the Clerk of the Superior Court of Fulton County.

Lot Width. The distance measured between side lot lines at the front minimum setback line between intersecting lot lines.

Lot Width—Cul-de-sac. The distance measured between side lot lines at the point of the property that is twice the front setback requirement from the front property line.

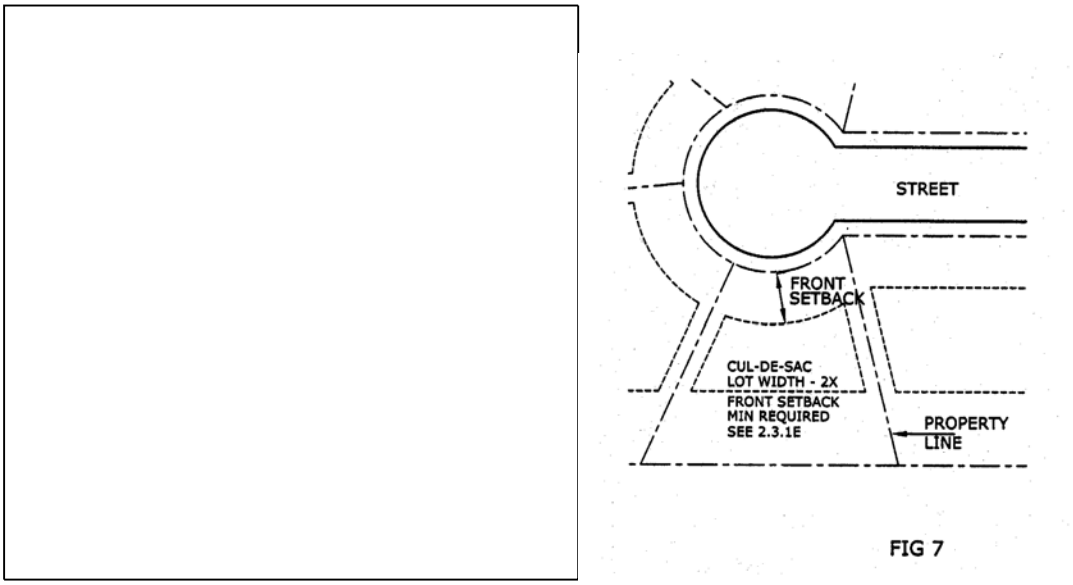


FIG 7

Mansard Façade. An architectural appendage or embellishment to a flat topped structure which is attached to the front external wall and if intended to create the appearance of a mansard roof. See also "Roof."

Manufactured Building. A factory-built, structure that meets national standards for manufactured buildings.

Manufacturing, Heavy. The extraction of natural resources or the transformation of raw materials through mechanical or chemical means into new products ready for assembly, fabrication or use in the production of finished goods.

Manufacturing, Light. The fabrication or assembly of parts into a finished product or component products.

Marquee. Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

Massage Therapy. Any use, other than a hospital or clinic, where non-medical manipulative devices or exercises are practiced upon the human body by someone other than a licensed medical professional.

Master Plan. A plan map and associated statement of intent which, at least, includes a depiction of pods, roads, buffers, flood areas, permitted uses and development regulations which represents the framework for development activity on a property. See also "Concept Plan."

Median Break or Cut. Any interruption in the curb separating opposing vehicular travel lanes of a street for the purpose of allowing ingress or egress by left turning movements to a street, or abutting property.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Mezzanine. An intermediate floor between two other stories that does not contain more than 1/3 of the area of the floor below it.

Mini-Warehouse. A structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling. 'For-Sale', with or without a permanent foundation when connected to public. utilities. The term mobile home shall not include motorized vehicles with temporary living quarters. Mobile homes built after 1976 are referred to as "Manufactured Homes" or "Industrialized Buildings".

Mobile Home Park. A site with required public and/or private improvements and utilities for the long-term parking of two or more mobile homes or manufactured homes each on a single lot, and which may include such accessory uses as retail convenience sales, Laundromat, and recreational facilities for the exclusive use of residents.

Motel. See "Hotel".

Nail Salon. An establishment that offers nail care services such as manicures, pedicures, and nail enhancements, excluding such types of services requiring customers to disrobe.

Natural Resources Commission. The appointed natural resources commission (formerly known as the Tree Commission) for the City of Alpharetta.

Neighborhood Grocery. A facility with a floor area of at least 3,000 square feet but not more than 50,000 square feet that sells primarily grocery items such as prepackaged food, produce, meats, baked goods, beverages and similar food items intended for off-site consumption. At least 60% of the floor area of the facility shall be dedicated to the sale of said grocery items, including any immediately adjacent circulation and service areas, but not including storage.

Nonconforming Lot. A lot of record whose area, frontage, dimensions, or location were lawful prior to the adoption, revision, or amendment of this Ordinance, and which, by reason of such adoption, revision or amendment, no longer meets or exceeds one or more such requirements of the applicable zoning district.

Nonconforming Sign. Any structure or sign which was lawfully erected and maintained prior to the adoption, revision, or amendment of this Ordinance, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Ordinance.

Nonconforming Structure. A structure or building whose size, dimensions, or location on a property were lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, no longer meets or conforms to one or more such requirements of this Ordinance.

Nonconforming Use. A use or activity that was lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, is not a use or activity permitted by right or no longer meets or conforms to the requirements of this Ordinance.

Nursery, Plant. Land or greenhouses used to raise flowers, shrubs and plants for sale to distributors or for subsequent replanting by the owner, a landscape company or others. See also "Florist, Retail."

Nursery School. See "Day Care Center."

Nursing Home. An extended or intermediate care facility required to be licensed or approved by the State of Georgia to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Office. A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

Office Building. A building used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

Office Park. A development that contains a number of separate office buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Opaque. Impenetrable to view, or so obscuring to view that buildings, structures, and uses become visually indistinguishable.

Open Space. A privately or publicly owned area on the grounds of a premises outside of any principal building or parking area, which is open to the sky and set aside and intended for the outdoor enjoyment of occupants or visitors to the property, and which may but is not required to include such pedestrian oriented improvements as landscaping, walkway paths, pergolas, gazebos, bikeways, exercise or play equipment, and benches, and which may further include up to 20% of its area in water bodies or areas inappropriate for pedestrian use. Open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance. There are 2 types of open space: Civic space and Amenity space.

1. *Civic Space.* Portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and their adjacent buildings. Civic space may include the following types: park, square, plaza, pocket park and playground.
2. *Amenity Space.* The covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding civic spaces and required sidewalks. Amenity spaces may include the following types: rooftop deck, balconies, patios and porches, outdoor dining areas, pool areas, athletic courts and similar uses, yards and lawns, gardens, hardscape areas improved for pedestrian enjoyment, wooded areas and runoff reduction measures such as bioretention areas and cisterns.

Outdoor Storage. The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours.

Outdoor Vending. Sale and/or display of products in an area exposed to open air on two or more sides.

Owner. An individual, firm, association, syndicate, partnership or corporation having a majority proprietary interest in land or a building, or their authorized representative.

Parapet. That portion of a wall which extends above the roof line.

Parcel. A lot or tract of land, or several adjoining lots in common ownership.

Park Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which may include both outdoor and indoor areas developed for active and/or passive recreation.

Parking Area. Any public or private area at grade or within a structure used for the express purpose of temporarily parking automobiles and other vehicles otherwise in operation for personal or business use.

Parking Garage. An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.

Parking Space. A space identified and set aside for the temporary parking of an automobile or other motor vehicle which is subdivided into the following categories:

A. *Compact Car Parking Space.* A designated space not less than 8 feet by 16 feet expressly provided within a parking area for purposes of temporarily parking a compact car or other compact motor vehicle.

B. *Handicapped Parking Space.* A designated space not less than thirteen feet in width (including loading area) and twenty feet in length, laid out and designated by signage in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.

C. *Handicap - Van Only.* A designated space not less than sixteen feet in width including loading area and twenty feet in length.

D. *Regular Parking Space.* A designated space not less than 9 feet in width by 19 feet in length.

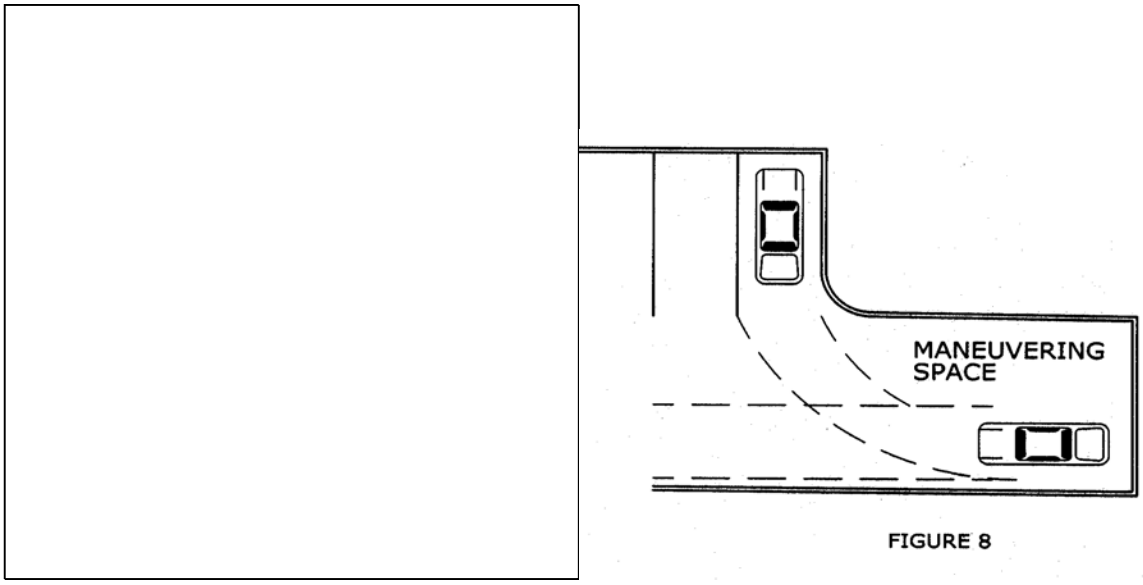


FIGURE 8

Patio House. A 'For-Sale' dwelling in which most, or all, of a lot is used with yard space combined instead of divided. Front, rear and side yard are consolidated into one garden area, either partially or completely bordered by rooms or enclosed by walls. See also "Zero Lot Line."

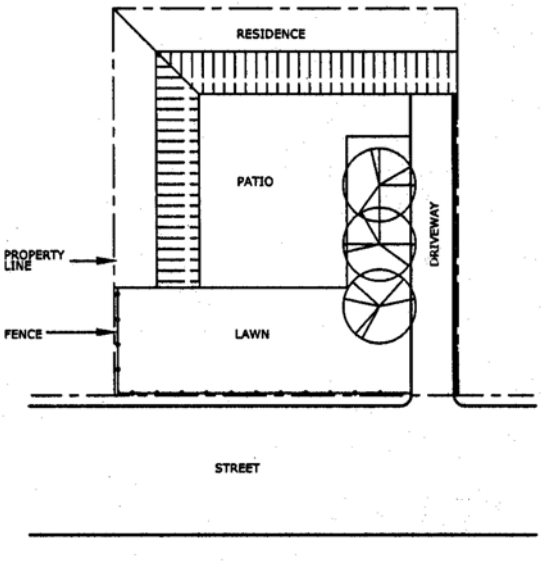


FIGURE 9

Pedestrian Walkway. A right-of-way within a block dedicated to public use, five feet or more in width, intended primarily for pedestrians or bicycles and other non-motorized vehicles.

Perimeter. The boundaries or borders of a lot, tract or parcel of land.

Permit. Written governmental permission issued by an authorized official, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization.

Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Person. Any individual, corporation, association, firm, partnership or other legal entity.

Pet Day Care. A facility that provides care on a regular basis to household animals for a period of less than 24 hours with no overnight accommodations.

Planned Center, Office, Commercial or Industrial. A group of rental stores, service establishments, offices, industries and any other businesses planned to serve the public, which is in common ownership or condominium ownership.

Planning Commission. The appointed Planning Commission of the City of Alpharetta, Georgia.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Plat. (1) a map representing a tract of land, showing the boundaries and location of individual properties and streets; (2) a map of a subdivision or site plan.

Plat, Final. The final map of all or a portion of a subdivision which is presented to the proper review authority for final approval and recorded in the office of the Clerk of Superior Court of Fulton County.

Plat, Minor. A division of a tract or parcel of land into not more than four (4) lots and does not dedicate or offer for dedication any new street or require construction of any private road for access to any lots and does not require extension of sanitary sewer, stormwater, or water mains to service lots.

Plat, Preliminary. A preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the proper review authority for consideration and preliminary approval.

Portable. See Industrialized Buildings.

Premises. An area of land with its appurtenances and buildings which, because of its unity of use, is one unit of real estate.

Principal Building. The building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Principal Use. The primary or predominant use of any lot.

Prohibited Use. A use that is not permitted in a zoning district by right as a principal use, as an accessory use, or as a conditional use.

Public Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which is developed for recreation, entertainment, and/or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playgrounds, community gardens, or other areas where people can gather. Areas that are restricted to the general public, like residential amenities, may not be included within the public space requirement.

Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

1. *Recreation Facilities, Indoor.* Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc.
2. *Recreation Facilities, Outdoors.* Recreational uses conducted almost wholly outdoors, including ball fields, soccer, etc.

Recycling Center. A use operated exclusively for the collection and temporary storage of used paper, glass, metal, and similar materials suitable for reprocessing, which are transported elsewhere for separating, processing, or storage.

Rental Services Establishment. Any business establishment which rents or leases items of personal property such as tools, appliances and equipment to the general public.

Residence. A dwelling unit.

Restaurant. An establishment where food and drink are prepared, served and consumed primarily within the principal building, and without a drive-in or drive-thru component.

Restaurant, Drive-thru or Fast-Food. Any establishment, building or structure where food or drink are served for consumption, either on or off the premises, with drive-thru components. This definition shall not include otherwise permitted restaurants where outdoor table service is provided to customers in outdoor dining areas.

Retail Establishment, Mixed Sales. Any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing.

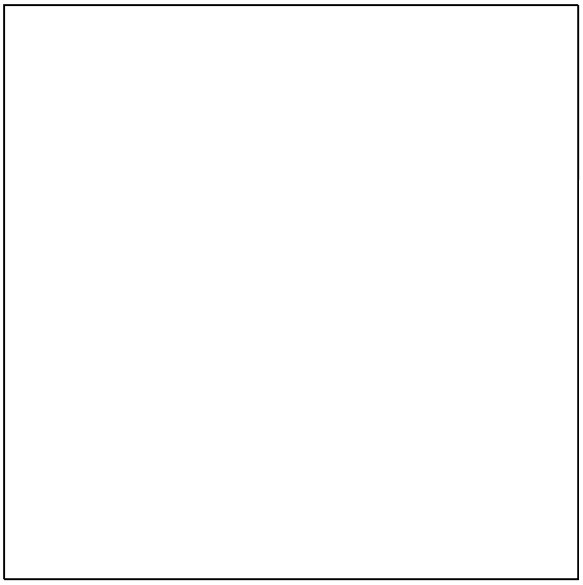
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

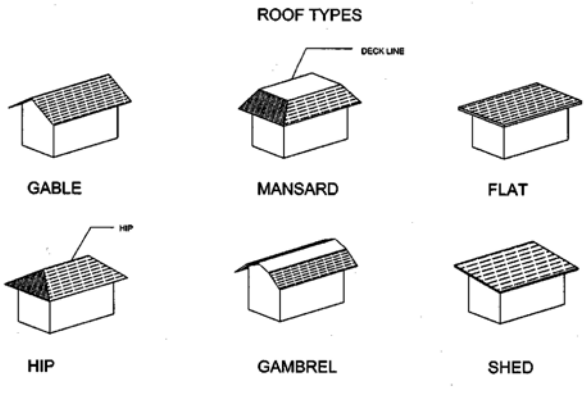
Retail Services Establishment. A business principally engaged in providing a service, as opposed to products, to the general public, such as a banking or financial institution, real estate or insurance office, barber or beauty shop, travel agency, amusement or recreation center, health clinic, legal firm, professional service, and the like.

Retail Strip Center. A group of retail stores designed as one development and being less than 50,000 square feet in size.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, sidewalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use in fee simple.

Roof. The outside top covering of a building.





Salvage Yard. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material.

School, Academic. Any building or part thereof which is designed, constructed or used for education or instruction following the same curriculum offered in a public elementary, secondary, trade or technical, or higher education facility, and accredited to award diplomas as such.

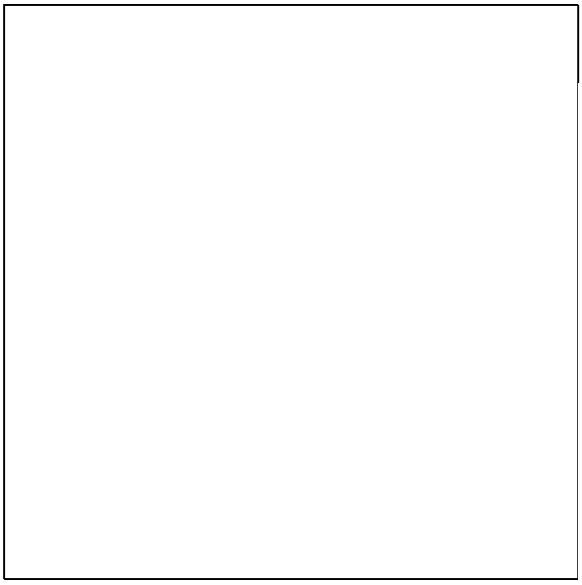
School, Commercial. Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school.

Semipublic Use. A use owned or operated by a nonprofit, religious, or educational institution for the purpose of providing educational, cultural, recreational, religious, or social services to the general public.

Service Drive. A minor, permanent, public right-of-way which is used primarily for vehicular service access to the back or side or properties otherwise abutting on a street.

Setback. The straight line distance between a street right-of-way or a lot line and the nearest point of a structure or building or projection therefrom (excluding steps, roof overhang, chimneys, bay windows and patios).

Setback, Front Cul-de-Sac.



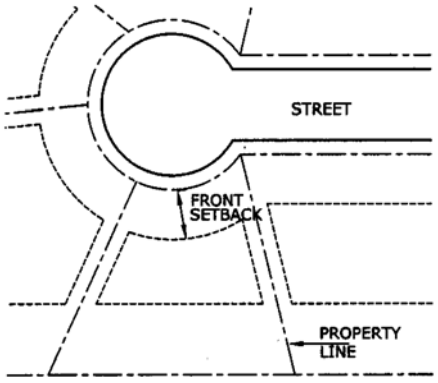


FIG 11

Setback, Minimum. The shortest distance allowed between a property line and any principal or accessory building on a lot, not including any required buffer areas. Minimum setback requirements for buildings are associated with the type of lot line from which the setback is taken; for instance, a "side yard setback" is measured from a side lot line.

Shopping Center. A group of retail sales or services establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements with a total size of at least 50,000 square feet.

Shopping Center, Specialty. A shopping center whose shops cater to a specific market and are linked together by an architectural, historical or geographic theme or by a commonality of goods and services.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign. See Article II, Section 2.6, for all definitions relating to signs.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Smoke Shop and Tobacco Store. Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco instruments; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store".

Spa Services. A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and such types of services requiring a customer to disrobe, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.

Special Care Home. An accessory use in a 'For-Sale' dwelling occupied by one or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, some of whom are in need of special care, living together as a nonprofit housekeeping unit. The term "special care home" shall include a home for adolescents, a home for physically handicapped persons and a home for mentally handicapped persons. The term "special care home" shall not include the business of operating a boarding house, rooming house or other similar establishment. Additionally, the term shall not include a penal institution, any place for persons convicted of a crime or any place for persons found to be juvenile delinquents.

Storage, Climate Controlled. A facility consisting of a building or group of buildings that contain individual storage units of varying sizes in a climate controlled environment where customer access is through a lobby and where no commercial transactions or activities take place other than the rental of the storage units (permitted in L-I only).

Storage, Mini-Warehouse. A facility consisting of a building or group of buildings that are surrounded by a security fence with controlled access and which contains individual storage units of varying sizes whose doors open directly to the outside and where no commercial transactions or activities take place other than the rental of the storage units.

Storefront Street. A street, that by virtue of its pre-existing pedestrian-supportive qualities. or its future importance to pedestrian connectivity, requires that new development along it achieves a high standard of design and pedestrian orientation.

Storm Water Management Report. A report prepared by a Professional Engineer registered in the State of Georgia that details the pre and post development activity hydrologic conditions.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

Street. A dedicated and accepted public right-of-way for vehicular traffic from which direct access may be gained to abutting properties, or an easement or private right-of-way approved by the City Council to serve such purpose. The term "street" shall refer to the full width located between the limits of the right-of-way or easement, and not be limited to the roadway itself.

A. *Principal Arterials* —are those streets and highways which serve major activity centers and emphasize traffic service rather than access to abutting land access. Principal arterials include all limited access freeways, expressways or parkways, and carry a high proportion of total area travel on a minimum of mileage.

B. *Major Arterials* —are those streets which interconnect with the principal arterial system and provide service to trips of moderate length with emphasis on both traffic service and land access and generally do not penetrate identifiable single family residential neighborhoods.

C. *Minor Arterials* —provide intra-community continuity but should not penetrate identifiable neighborhoods.

D. *Collector Streets* —distribute trips from arterial street to their ultimate origin or destination. Collector streets provide a greater level of land access than arterial streets, may enter or traverse identifiable neighborhoods, and rarely serve significant volumes of through traffic.

E. *Local Streets* —comprise all facilities not classified as arterial or collector. Local streets provide land access with service to through traffic being actively discouraged.

Street, Future Right-of-Way Line. The right-of-way line which is anticipated by the City, State or other agency for future development.

Street Right-of-Way Line. The limit of public ownership or private easement for property containing or intended to contain a street, dividing it from an adjacent lot.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Structure Height. The vertical distance to the highest point of a structure, as measured in the same manner as "Building Height" herein.

Subdivision. The division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development, finance or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than 18 inches below the level of the surrounding land, or an above-surface pool having a depth of more than 30 inches, designed, used and maintained for swimming and bathing.

Temporary Use. A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Theater. A building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances.

Townhouse/Rowhouse. A building type consisting of at least three, but not more than eight independent units that are attached by common side walls in a linear arrangement. Each unit occupies the space from the ground to the roof and normally has at least two, but no more than four floors. Such units typically feature a primary entrance on the front elevation and variations in materials, colors and/or windows to create a visual distinction between each of the attached units.

Tract. See "Lot."

Tree. See Article III, Section 3.2, for definitions relating to tree protection.

Use. The purpose for which a property or structure is designed, intended, reserved, or occupied.

Use, Accessory. See "Accessory Use."

Use, Conditional. See "Conditional Use."

Use, Principal. See "Principal Use."

Variance. Permission granted under circumstances prescribed herein to depart from the specific requirements of this Ordinance.

Vehicle for Hire Company. An establishment offering to transport passengers for a fee in any motorized or animal-drawn vehicle, the charges for which are determined by agreement, mileage or by the length of time for which the vehicle is engaged and also described as a taxi or limousine service.

Warehouse. A building used primarily for the storage of goods and materials. See also "Mini-Warehouse."

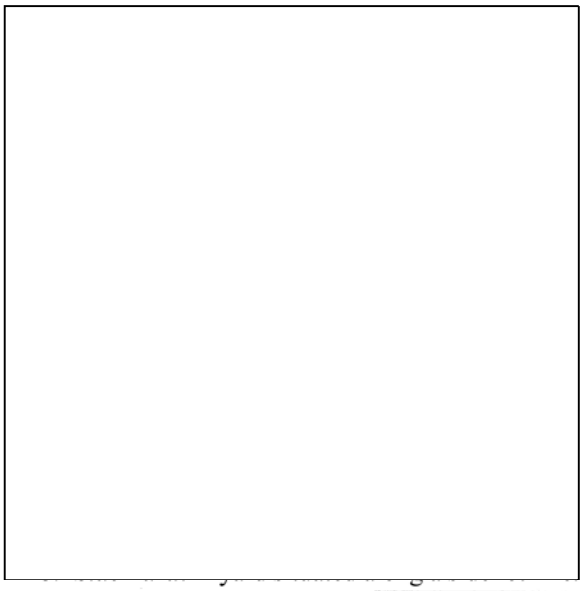
Wholesale Trade. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or

acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Wireless Telecommunications Facilities. See Section 2.8 for definition of 'wireless tower.'

Yard. An area that lies between the buildings on a lot and the nearest lot line.

1. *Front Yard.* A yard situated along any public street right-of-way or private street easement.
2. *Rear Yard.* A yard situated along a rear lot line.
3. *Side Yard.* A yard situated along a side lot line.



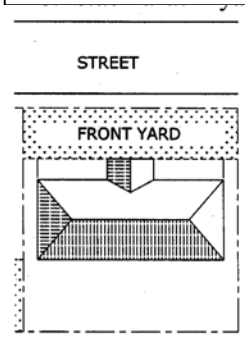


FIG 12

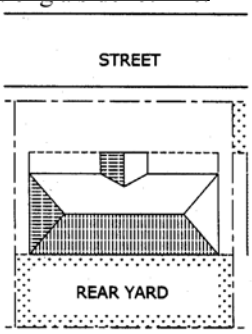


FIG 13

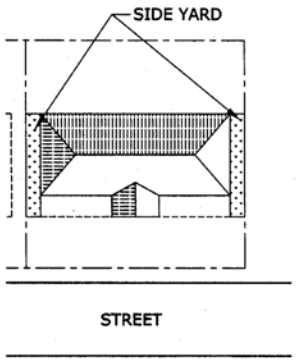


FIG 14

Zero Lot Line. The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

Zoning Change. An amendment to the Official Zoning Map or other action having the result of rezoning a property, approval of a Conditional Use on a particular property, or a change in conditions of approval applied to the zoning or conditional uses pertaining to a property.

Zoning Map. The Official Zoning Map of the City of Alpharetta, Georgia, which may include a series of maps in section.

(Ord. No. 689, § 1, 6-2-2014 ; Ord. No. 702, § 1(Exh. A), 3-2-2015 ; Ord. No. 704, § 1, 6-1-2015 ; Ord. No. 715 , § 1, 9-28-2015; Ord. No. 718 , § 1, 12-14-2015; Ord. No. 730 , § 1, 12-5-2016; Ord. No. 741 , § 1, 6-5-2017; Ord. No. 744 , § 1, 7-10-2017; Ord. No. 749 , § 1, 9-18-2017; Ord. No. 772 , § 1, 2-4-2019)

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: WEBSITE PLANNING AND PROJECT MANAGEMENT SERVICES (RFP 19-117)

II. RECOMMENDATION:

Award RFP 19-117 to OneSpring LLC in an amount not to exceed $149,500 for website planning, design, and project management services 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: YES

TOTAL PROJECT COST: $149,500. $100,000 IS AVAILABLE WITHIN THE CURRENT OPERATING BUDGET. THE REMAINING $49,500 IS BEING REQUESTED FROM NON-ALLOCATED CAPITAL FUNDS (BALANCE AFTER APPROVAL OF THIS ITEM WILL TOTAL $1,006,038).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Website Planning & Project Mgmt (General Fund; 10013200-521200-TBD)	$100,000.00
Website Planning & Project Mgmt (Capital Project Fund; 30113230-542400-TBD)	$49,500.00
Non-Allocated (Capital Project Fund; 30190200-579000)	($49,500.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00

IV. REPORT IN BRIEF:

The current City of Alpharetta website was launched in 2014. While the site was designed around a robust content management system, the technology has not kept pace with changing technologies and will not allow the City to respond to emerging customer expectations and trends with respect to how content is found and delivered. Further, the current site is not structured in a manner that Staff believes places sufficient priority on what our customers want to do on the site, or the way in which they intuitively want to go about doing it. Finally, the website does not meet current standards for delivering service to special needs users.

Staff proposes to design a new website around the following key objectives:

- Better leverage available technologies and prepare for emerging technologies to enhance the user experience and better conduct the mission of the City of Alpharetta website;
- Simplify the user experience for website visitors;
- Improve accessibility for those with physical limitations;
- Elevate government transparency;
- Better provoke citizen and customer engagement;
- Develop an information architecture that is efficient, easily understood and sustainable by staff in the future;
- Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes: the creation of templates,

WYSIWYG editing to facilitate content management by novice users, ADA compliance, responsive design, content approval workflows and search engine friendly URL aliasing; and

- More effectively communicate the Alpharetta brand identity and the personality of our community.

Additionally, the new website should possess functional and aesthetic design characteristics that effectively communicate and are consistent with Alpharetta's role as a leading technology city and a local government that strives to inform and engage with our citizens.

Accordingly, RFP #19-117 (Website Planning and Project Management Services) was issued in May 2019 seeking the professional services of a consultant with a strong UX background and proven experience in the planning and design of government and corporate websites to lead the planning, strategy, and design for the development of a revamped / new website for the City. Key deliverables under this RFP included:

- User experience audit, including usability testing, of the current City website
- Heuristic product evaluation
    - Customer journey mapping
    - Website analytics benchmarking assessment
    - Stakeholder interviews and focus groups
    - Interviews with members of website project team comprised of representatives of key City departments
- SWOT analysis
- 3-year strategic website plan, including
- Content strategy
    - Accessibility requirements and guidelines
    - Recommendations for integration of current and emerging technologies such as voice search and AI voice integration
    - Key performance indicators and recommended targets
    - Recommendation on appropriate Content Management System (CMS)
- Website development brief; including concept design, deliverables, timelines, and wireframes
- Written Request for Proposals (RFP) for development, testing, and launch of website
- Project management services during website development, testing, and launch

Proposals were received on July 11, 2019 and consisted of eight responses which were submitted to the Evaluation Committee for review and ranking. The Evaluation Committee consisted of a multi-departmental team comprised of four staff members with understanding and knowledge of websites, technology, and design. Proposals were based upon four criteria:

Experience / Qualifications *Vendor's experience working within the requested services arena; vendor's experience working with local governments; vendor's perceived ability to successfully complete the scope of work on time and on budget; vendor's ability to successfully work with City Staff, vendor's references. In evaluating each vendor in this criterion, emphasis will be placed upon the experience / qualifications of the person / persons who will be actively working on the subject project on behalf of the vendor.*	40
Scope Of Services *Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services? Did the vendor propose any revisions and/or changes to the draft Scope of Services that would better serve the City?*	30
Timeline *Can the scope of work be completed within a reasonable timeline; is the vendor investing the appropriate project resources to complete the project within the timeline?*	15
Budget *Does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value?*	15

The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest).

- 3.53 OneSpring, LLC

- 3.19 Diversified Technologies, LLC
- 2.66 Monogram
- 2.63 Simplispoken, LLC
- 2.34 Blackwood Impact Group
- 2.32 Rivi Consulting Group
- 2.19 Hot Sauce Studios, LLC
- 1.91 Smartegies

Based upon the criteria and review, the team unanimously identified OneSpring LLC, an Alpharetta-based user experience and design firm, as the preferred vendor for the project. The team subsequently met with OneSpring to discuss their proposal and further explore their qualifications and project approach. Staff also contacted references and confirmed that OneSpring LLC has delivered similar projects to the satisfaction of their customers.
As such, Staff recommends the award of RFP 19-117 to OneSpring LLC in an amount not to exceed $149,500.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Excerpt From OneSpring LLC Proposal, Cost Proposal - OneSpring LLC, Excerpt From RFP 19-117, 19-117 Website Planning Record of Receipt and Evaluation

1. Cover Letter

Ms. Stephanie Cochran
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
(678) 297-6052
purchasing@alpharetta.ga.us

RE: OneSpring LLC Cover Letter – Website Planning and Project Management for City of Alpharetta website redesign

RFP #: 19-117

Mr. Cochran,

OneSpring LLC is delighted to propose our services to fulfill the requirements as specified for the City of Alpharetta Website Planning and Project Management initiative. OneSpring is a local User Experience and Design firm headquartered at Avalon in Alpharetta GA. The company was founded in 2005 in Atlanta and moved its office to Alpharetta in 2014.

As you will see in our proposal response, we have 14 years of experience focused on making software and websites more usable and accessible for all types of clients and users. Our list of clients includes both commercial and government customers. For example, our most recent website redesign work is with the U.S. Department of Agriculture in DC and with Equifax in Alpharetta.

We are confident our response and experience will meet the needs as outlined in the provided RFP and supporting materials. In addition to this cover letter, we have included the following documents in support of our response:

- Table of Contents
- Technical Proposals:
  - Includes Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements
  - Includes Section 3, Offeror Qualification and Requirements
- Required Forms
- Section 4 – Sealed Cost Proposal and Proposal Price Certification

Please let me know if you have any questions, or if additional details are needed.

Regards,

Jason Moccia
CEO

2. Understanding the Project Goals and Scope

Project Goals

The City of Alpharetta has identified the need to design, build, and launch a user friendly and fully functional redesigned website (www.alpharetta.ga.us) with the goal of improving the overall user experience for its citizens, customers, and other identified audiences. OneSpring has thoroughly reviewed the RFP material and understands the Project Goals. It is important that our team align our solution behind the identified four principles:

- We will go beyond providing information to the public and foster opportunities for meaningful public engagement.
- We will creatively and effectively engage the public where they are.
- We will consistently foster open communication that is inviting, engaging, and encourages productive discourse that builds community.
- We will not fear the unknown or uncomfortable.

These principles will help guide the team in terms of how we think about, organize, and communicate potential solutions. As an example, "engaging the public where they are" will require the team to pay close attention to Personas and Journey Mapping so we all understand citizen pain points and opportunities. This requires research expertise on our part, which is included in our response.

Project Scope

The primary focus of the redesign effort is to enhance the overall user experience citizens have while interacting with the city. The redesigned website should be easy to use, attractive, and simple to navigate. To accomplish this, it will be important to apply User Experience (UX) techniques. The driver behind UX is to put the users at the center of the problem and to work backwards toward an optimal solution. The cities intent to distinguish the upfront UX work from the future development effort is in line with industry best practices. This proposal outlines the process, techniques and tasks OneSpring will employ to insure the best possible outcome for the City of Alpharetta at the best value.

It is important that OneSpring align to the objectives as established by the City of Alpharetta; which include:

- To simplify the user experience for website visitors;
- To improve accessibility for those with physical limitations;
- To elevate government transparency;
- To better provoke citizen and customer engagement;
- Develop an information architecture that is efficient, easily understood and sustainable by staff in the future;
- Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes: the creation of templates, WYSIWYG editing to facilitate content management by novice users, ADA compliance, responsive design, content approval workflows and search engine friendly URL aliasing; and
- To more effectively communicate the Alpharetta brand identity and the personality of our community.

Our Approach

To best meet the needs of the city today and to successfully achieve an embedded user experience in the future, OneSpring is recommending utilizing a User Experience framework called Human-Centered Design (HCD). The central premise of HCD is to put the user/citizen/city officials at the center of the problem and to work backwards toward an optimal solution. It starts by understanding the Current State and moving toward a Future State solution. To accomplish this, OneSpring will perform a Gap Analysis. Gap analyses are utilized by organizations seeking to improve their capabilities or processes within either a technology system or a business function. In both cases, organizations must first establish a clear understanding of their current state and what challenges exist before they can effectively plan for future state changes. This aligns to the intent of the RFP and is where the user experience audit fits. The goal of performing a gap analysis is to better understand where you are today and where you want to be in the future. It can be utilized for initiatives such as website redesign efforts, IT modernization to enhance system capabilities, organizational transformation to improve governance and process improvement to optimize workflows and business functions.

A gap analysis is a comparison of the current state and desired future state of an organization utilized in order to identify differences that need to be addressed and future opportunities.

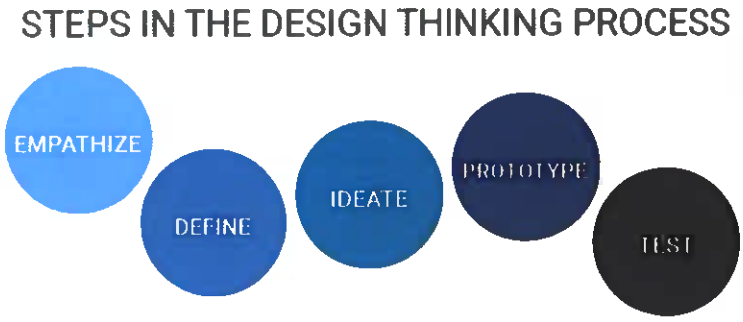
A gap analysis is comprised of three steps that build upon each other by informing each part of the process. The initial step is the **current state analysis**. The current state analysis examines and confirms a baseline understanding of how people, processes and systems work together within an organization. The next step **analyzes the findings** identified in the current state analysis and determines whether or not the existing system capability or business process is providing the desired value and outcomes. **Formulating the future state** is the third and final step in the gap analysis. This is commonly referred to as developing the future state strategy. To better inform the strategy, an organization needs an efficient method to rapidly ideate on potential solutions and quickly verify if these solutions are capable of meeting the business acceptance criteria. just about technology alone.

A significant contributor to a successful future state strategy is a better understanding of the fact that people and their processes are driving the overall effort. In order to understand the needs of users in the community, we must have empathy for their needs. The best way to accomplish this is by taking a Design Thinking approach. Design Thinking can be utilized to better understand various processes through the lens of the people following the process itself. For example, interviewing stakeholders and creating Journey Maps will help the team better understand the users viewpoints.

We have grouped the **Key Deliverables** outlined in the RFP accordingly to fit within this model. The current state informs what should be done to achieve an optimal future state. When conducting a gap analysis, many organizations solely focus on technology and functional aspects. However, it is important to remember that projects are never driven by technology alone. Putting users at the forefront will help drive a better solution and guide the team toward the best technical solution.

Current State tasks	Future State tasks
• Heuristic Product Evaluation (User Experience Audit) • Customer Journey Mapping • Website Analytics Benchmarking • Stakeholder Interviews • SWOT Analysis	3 Year Plan: • Content Strategy • Accessibility Requirements and Guidelines • Key Performance Indicators (KPIs) • Content Management System (CMS) Recommendations • Website Concept Design • Wireframes • Future Request for Proposal (RFP) recommendations

Our Process



As outlined in the Our Approach section, OneSpring will utilize a proven User Experience framework called Human-Centered Design (HCD). More specifically, there is a method within HCD called "Design Thinking" which will be the basis by which we gather information from citizens and users. It is an iterative process that will help put the users at the center of a future state solution. Design Thinking is a framework for solving complex problems and is uniquely-suited to help organizations drive process improvement and technology initiatives. Design Thinking accomplishes this by allowing organizations to gain a better understanding of their customer and employee's needs, defining the current state processes, innovating on potential solutions, rapidly prototyping and testing a new implementation process to validate the improvements before deployment. This framework puts the focus on gaining a better understanding of people and their processes within an organization which reduces risk and improves the chances of successful delivery, initial adoption and ongoing usage by creating a shared understanding of the future state through ideating and prototyping solutions. Design Thinking fully integrates business and technology aspects to ensure the outcomes are desirable for people to use, viable for the city economically and feasible from a technology perspective.

This process is highly-collaborative. Our team will guide the city through each of the following five key steps over the period of performance to achieve the desired outcomes.

STEP ONE: EMPATHIZE

The foundation of Design Thinking begins with learning about your audience. This includes your customer, employees, citizens, and anyone else who interacts with your website. Like any human-centered design activity, learning about your audience involves research, observation and studies to better understand core human behaviors, attitudes, capabilities, needs, desires and goals. We will combine our user research with additional analysis activities to create a complete current state view and understanding of your organization, processes, and website. We will accomplish this in a number of ways.

Heuristic Evaluation:

A Heuristic Evaluation is also referred to as an Expert Review and falls under the User Experience Audit umbrella. The team will evaluate the current website and identify what is done well and what exactly can be improved upon in the future. These recommendations will be used to inform the future state design and functions.

Personas:

A persona outlines and describes a type of users. For example, one persona would be a Citizen. Another may be a Non-Citizen of Alpharetta. The intent is to create a more personal view into what individuals care about and how that may influence the design and functionality. The team will create simple personas for the different types of users interacting

with the website.

Stakeholder Interviews:

Our team plans and conducts their research through contextual interviews, surveys and environment observation to gather the qualitative data about the stakeholder (persona) needs, goals, and user requirements. The findings from our research studies are analyzed and help formulate the future state recommendations.

Scenario Definition:

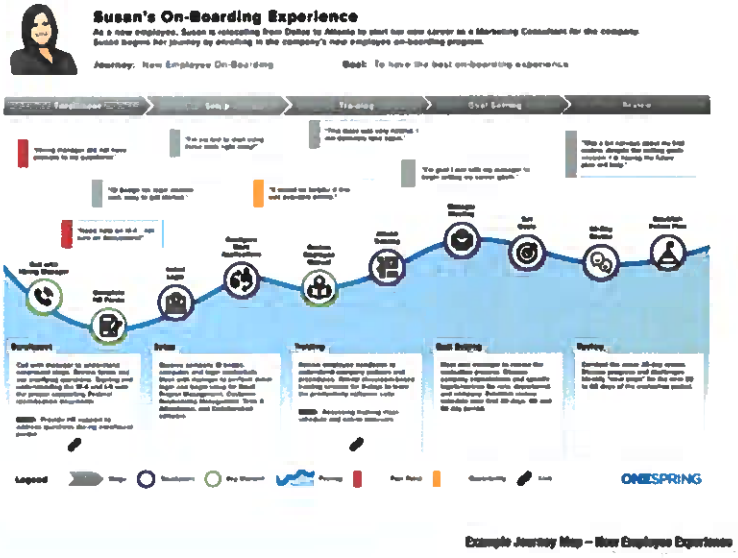
In addition to stakeholder interviews, it is equally important to understand the flows of business processes and workflows throughout the system by role and permissions. The scenarios include logic and business rules that need to be identified and captured as part of the process flow within each process by persona.

STEP TWO: DEFINE

Using the findings gathered during the Empathize step, a holistic viewpoint is formulated about your audience and the system processes. To help further define the future state needs, OneSpring creates journey maps and high-level business requirements that articulate the objectives and scope of the future state system by process and capability. The high-level business requirements in combination with the scenarios provide a comprehensive understanding of the current state with an eye towards the future state goals and objectives. To communicate these processes and capabilities more effectively, a prototype may be created that visualizes the current state of the system.

Journey Mapping:

To service the needs of the user, descriptions of prototypical consumers are developed. The purpose is to identify consumer tasks and needs based on an end-goal delineated by the product or service. A name, face, and job/lifestyle are associated with each persona to create a real-life scenario to assist in identifying the end-goal and consumer requirements. Working from each persona, the team will create a journey map that articulates the end-to- end experience for the consumer. Each map will include stages in the experience and touchpoints within each stage that highlight "moments that matter" for the user. The map encompasses all consumer interactions with the business.



High-Level Business Requirements:

Starting with the user requirements captured during the stakeholder interviews, the team

elaborates on the future state requirements by eliciting and documenting the functional and non-functional requirements. The high-level requirements will inform the future development RFP.

Content Strategy:

The team will evaluate and identify the optimal content strategy, especially around navigation based on user interviews and observation. The goal will be to focus in on high-impact areas that users care about and to make sure they are incorporated into the design.

Current State Prototype:

Our team may create a current state prototype to communicate the existing pain points and areas of opportunity based on the interviews and journey mapping. A current state prototype may not be necessary in this phase if the results are clear to the team and stakeholders.

STEP THREE: IDEATE

The next step in the process is to generate as many potential future state solutions as possible by rapidly sketching through ideas about how to solve the identified areas of improvement in the current state model. The goal of this step is to organize, prioritize, and decide on the best approach or potential future state solution to prototype.

Future State Solution/Concept Sketching:

Based upon the current state, the team begins to rapidly sketch potential solutions/concepts that could be provided in the future state. Each sketch undergoes a high-level risk analysis that highlights the areas of lowest risk and highest return on investment and customer value. This is used to help prioritize the items that will be included in the final version of the future state prototype.

STEP FOUR: PROTOTYPE / WIREFRAMING

The purpose of the prototype is to model the future state solution. The prototype also serves as a universally-understood communication tool for the organization to socialize the potential process and capability improvements with everyone from executive sponsorship to management and team members. Prototyping at OneSpring follows a methodical approach by starting at a low-level of fidelity and gradually increasing the resolution as the thinking around the possible solution evolves. This highly-iterative approach allows us to work in a lean and agile way for rapidly making changes based on feedback from testing.

Prototyping + Visualization:

Our team visualizes the highest-value areas using our rapid ideation and prototyping techniques to develop the initial conceptual model of the future state process. Prototyping is iterative, and each version is socialized and tested with various stakeholders for feedback and refinement. The prototype serves as an articulation of the future state process but is also used to rapidly analyze alternatives (AoA) to help business and technology teams better evaluate and decide upon the optimal solution that will deliver the highest value for the company. The prototype may also include data visualizations to present business and technical information more effectively when communicating the process.

STEP FIVE: TEST

At the completion of each prototype iteration, the team performs testing to verify what worked. The team also verifies what did not work - and why. At the conclusion of testing and acceptance, the final gap analysis report is created.

Accessibility Requirements and Guidelines:

The team will evaluate the prototype for accessibility gaps and make corrections accordingly. Standards will be identified so that the future development work takes this into account.

Usability Testing and Validation:

The purpose of testing is to both inform the next iteration of the future state design and to validate the learning for changes in the next version.

Written Scope of Work - Final Gap Analysis and Recommendation Report:

Once the future state model has been validated and accepted by the city, the team concludes the gap analysis project and provides reporting highlighting the pain points identified in the current state, opportunities for improvement and the future state solution as articulated in the future state prototype. This will become the Scope of Work which can be used for the future development RFP. A complete package of all deliverables within the project are assembled and prepared for delivery and knowledge transfer.

SUMMARY + BUSINESS BENEFITS

Performing a gap analysis is an important first step to identifying a clear roadmap for any redesign effort. In order to be successful, you must first understand people's needs to create the essential 'building blocks' from which business and technology goals and objectives are determined. This point of view will significantly increase the chances of success by building a foundational understanding of the needs and goals of all people within a company. New processes and capabilities can be developed and deployed, but if they fail to meet the needs of the user, the company has merely shifted positions - and minimized the value of the redesign effort.

Any gap analysis requires effective communication and collaboration from all areas of the city to help drive accurate alignment with its mission and goals. The gap analysis requires an end-to-end approach to ensure people, business and technology areas are working in concert to achieve a shared understanding of the process that leads to a successful outcome. Taking a human-centered design approach through Design Thinking provides this end-to-end approach by thoughtfully discovering and establishing a deep understanding of the needs and goals of the organization through the lens of its people - first and foremost.

3. Qualifications and Requirements

3.1 Company Profile

OneSpring, LLC (www.OneSpring.net) is an Alpharetta based User Experience (UX) consulting firm with 14 years of experience designing solutions for commercial and government clients. The company specializes in performing redesign efforts and overseeing third-party development firms. In fact, over 70% of our projects are redesign initiatives with outside development firms utilizing our deliverables.

Company Name:	OneSpring LLC
Headquarters:	Alpharetta GA
Address:	6220 Avalon Blvd. Alpharetta GA 30009
Founding:	2005
Website:	www.onespring.net

OneSpring was founded in 2005 by a group of strategist, designers, and technical experts with the goal of streamlining the way software applications are defined, designed and developed. Our company was started with a simple idea, ***"To help companies create software applications that people love using."*** The team realized that businesses and the government would be much more successful in their software and website development efforts if they put users at the center of their solutions. Since then, OneSpring has gone on to serve some of the largest companies and government agencies in the world. Some of our clients, include: Coke, Equifax, TravelPort, Toyota, Department of Homeland Security (DHS), Internal Revenue Service (IRS), Department of Agriculture (USDA), and more.

In additional to being experts in user experience, the company also specializes in user research and rapid prototyping of screen designs and interactions. This gives clients the ability to test drive concepts and helps to clarify what development teams should build. It also allows OneSpring to better validate that what is being built matches what was defined. Our goal is to help clients gain deeper insights into what their consumers want and then facilitate and lead the strategy, design, and development to meet those needs. We have pioneered new approaches along the way such as visualization sessions where software and websites are rapidly prototyped in real-time with stakeholders and the early incarnations of what are now called "Design Sprints." By employing expertise in Design Thinking, Human-Centered Design (HCD), Analytics, Business Process Re-engineering, and Agile development; OneSpring helps organizations drive consensus, reduce risk, and accelerate delivery for projects.

From business processes to application features and functionality, the user experience must be both usable and useful to the end user. Our approach allows for continuous review and improvement at every iteration from design through development. Having partnered with over 50 commercial and government clients on hundreds of successful engagements, OneSpring has a proven track record of helping our clients define project solutions in less time, for less cost, and with better results.

We feel confident that our expertise in user experience will deliver on making the new City of Alpharetta website a positive and productive experience for citizens for years to come. We thank you for the opportunity to present this proposal. As a local small business we are excited and have a vested interest in the prospect of supporting the City in this important initiative.

KEY STRENGTHS
Over 14 years of experience working on User Experience (UX) and Customer Experience (CX) projects for commercial and government clients.
Specialization in Facilitation, Design Thinking, User Research, and Human-Centered Design.
Experts in Rapid Prototyping, Usability Testing, and ADA Accessibility Compliance.
Experts in facilitating design workshops to effectively drive consensus for design solutions.
Expertise in process improvement and complex solutions with 10+ years of experience in Agile Scrum, Lean methods and Six Sigma.
A highly-skilled, interdisciplinary team that will deliver the project on-time and on-budget.
Local office in Alpharetta GA.

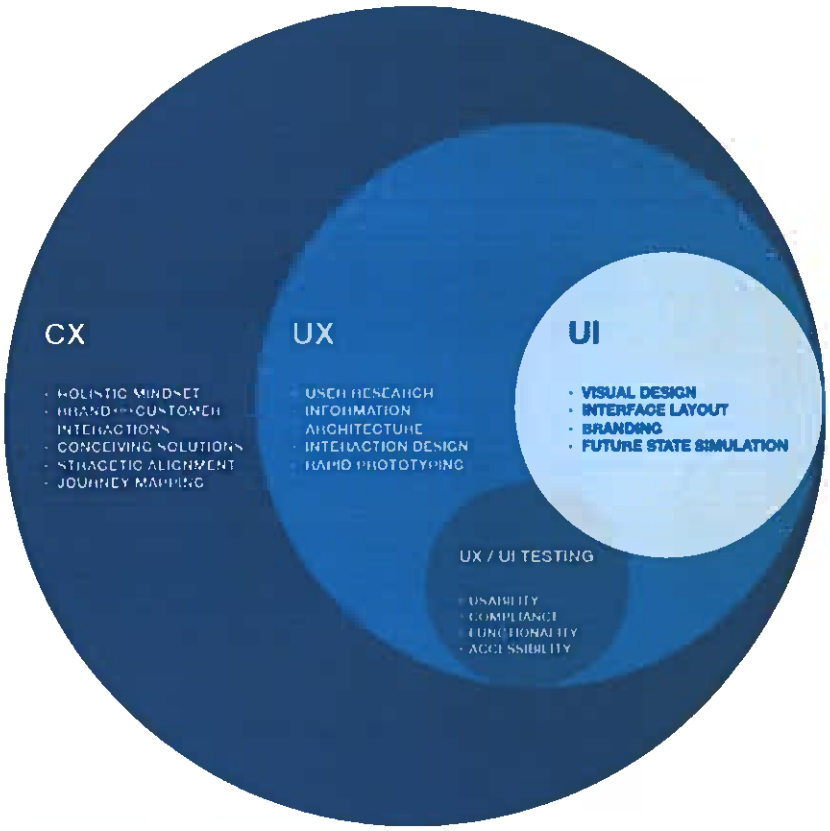
Our Capabilities

OneSpring has a number of capabilities within the Customer Experience, User Experience and User Interface design disciplines. ***Customer Experience*** is about understanding the mindset and emotions of the customers and how they perceive a company or government agency. One way of accomplishing this is through Journey Mapping. ***User Experience*** focuses on how to optimize direct interactions through specific channels (i.e. website, mobile, content strategy, etc). ***User Interface*** is where the graphical components come into play. Each discipline builds upon the other to create an optimal experience for the end user, or customer. OneSpring specializes in all of these areas, including UX/UI Testing.

CX
The Journey

UX
The Interaction

UI
The Interface



OneSpring Capabilities

3.2 Authorized Signer

The authorized signer will be our CEO, Jason Moccia. Mr. Moccia is one of the founders and has full authority to bind the company contractually. Mr. Moccia is a user of DocuSign.

Authorized Signer:	Jason Moccia
Title:	CEO
Email:	jason@onespring.net
Phone:	404-641-7198

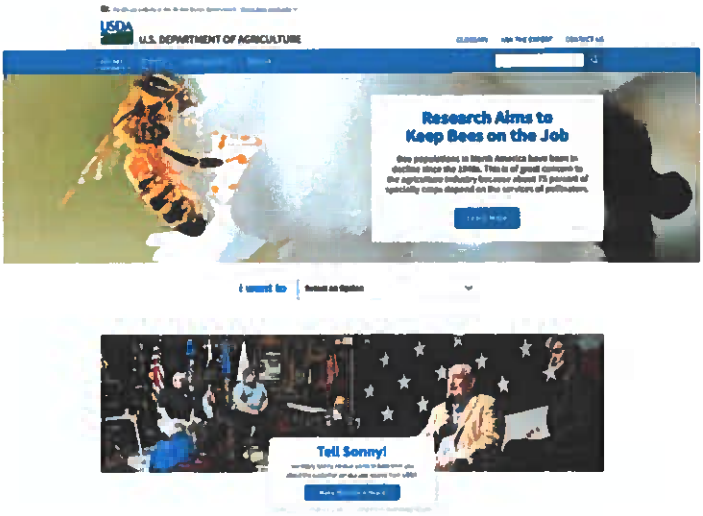
3.2 References

Below are three references that align to what the City of Alpharetta is aiming to achieve. All include various degrees User Experience, Research, Design, Requirements, and Analytics work.

Reference 1 - USDA

Referenced Work:	United States Department of Agriculture (USDA) - Website Redesign
Work Location(s):	Alpharetta GA, Tampa FL, and Washington DC
Prime Vendor:	ITCON Services *Note: OneSpring was a teaming partner on this initiative.*
Contact Name:	Zarrar Husain, President and CEO
Phone:	703-969-6443
Contact Email:	zhusain@itcon-inc.com
Dates:	Started: 10/1/18 and runs through 9/28/19 *Note: there are multiple websites under USDA that OneSpring is redesigning so the support is ongoing.*
Contract Value:	$105,600
Service Types:	User Experience support Stakeholder Interviews Accessibility Compliance Designing New Look and Feel Developing Presentation Layer in Drupal CMS

United States Department of Agriculture (USDA) - Website Redesign using Drupal CMS



The USDA had the goal of redesigning most of its agency websites, including USDA.gov. OneSpring was brought onto a team as a sub-contractor to handle the user experience and front-end development of the new sites.

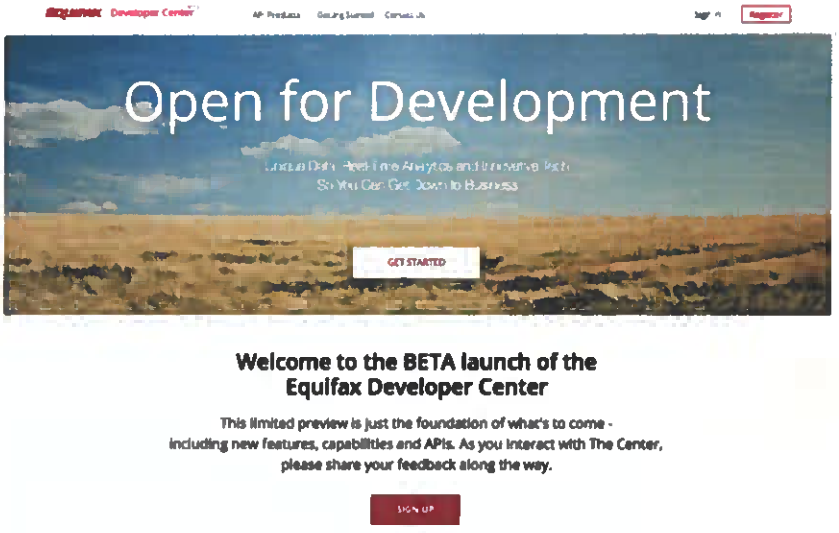
These complex sites required a myriad of disciplines from User Experience and Design to Requirements Definition and Testing. OneSpring utilized Sketch as a prototyping tool to design initial mockups/wireframes, which were the shared to elicit feedback from stakeholders. Our goal was to improve the customer experience by creating mockups which was essential to iterating and improving the design. The USDA.gov site is being built utilizing Drupal as a backend Content Management System (CMS).

Reference 2 - Equifax

Referenced Work:	Equifax – API Developer Portal
Work Location(s):	Alpharetta GA
Prime Vendor:	OneSpring LLC
Contact Name:	Liana Durkin, Sr. Director, Solutions Marketing
Phone:	470-219-0267
Contact Email:	Liana.Durkin@equifax.com
Dates:	First Phase Started: 11/12/18 and ran through 2/15/19. The team continues to be engaged on future phases which are ongoing.
Contract Value:	$95,340
Service Types:	User Experience support Stakeholder Interviews Designing New Look and Feel Guiding Development Team Developing Presentation Layer in Drupal CMS

Equifax – API Developer Portal

The Equifax API Development Portal project is a multi-level, development project that is housed within a Drupal CMS. Equifax was seeking to create a user friendly and robust cloud-based API development 'sandbox' to rapidly serve development tools to create and deploy API's on Google's Apigee framework.



OneSpring was hired to improve the overall user experience of the portal. This was accomplished by evaluating what they currently had in place and making recommendations for future improvements. The OneSpring team lead was a Sr. User Experience Strategist. The team was also tasked with handling the Front-End Drupal development of the site.

The Initial goals for OneSpring and the Client were:

- To utilize UX strategies for architecting the user interface and related processes
- To create a usable prototype for Equifax developers to use a framework for building front-end elements within Drupal
- To have front-end development to support the Drupal API portal

The Equifax team consisted of 2 Program managers, 1 Project manager, 1 Product owner, 1 Scrum Master and several Q/A analysts. The Development team consisted of 1 Dev Architect and about 10-15 API, front-end, back-end and software developers.

Reference 3 - IRS

Referenced Work:	Internal Revenue Service (IRS)
Work Location(s):	Washington DC and surrounding area
Prime Vendor:	OneSpring LLC
Contact Name:	Leona Brown
Phone:	240-613-5175
Contact Email:	Leona.M.Brown@irs.gov
Dates:	*9/27/2016 – 9/26/2017*
Contract Value:	$277,856
Evaluation:	See official IRS evaluation of OneSpring's work below
Service Types:	Managed the Visualization/Prototyping Center of Excellence (CoE) Facilitated Stakeholder Requirements Sessions Created Training Material Setup and Conducted Training

IRS – Visualization/Prototyping CoE

OneSpring was hired as a Prime vendor within the Requirements Engineering Program Office (REPO) to standup and oversee their Visualization practice. Visualizing, or Prototyping, software applications and websites is a cornerstone of good user experience. The intent is to improve how requirements are gathered prior to development with the goal of improving the customer experience and to reduce development rework. The team oversees outreach, training, and facilitating visualization workshops where IRS project teams define the user experience for internal and citizen facing applications. The OneSpring team has been running the CoE for 4 years.

Below is the official Contractor Performance Assessment Report (CPAR) from the IRS OneSpring.

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:
Company Name: ONE SPRING LLC
Division Name: STRATEGY AND PLANNING
Street Address: 6220 AVALON BLVD
City: ALPHARETTA
State/Province: GA Zip Code: 30009
Country: USA
CAGE Code:
DUNS Number: 825229912
PSC: D308 NAICS Code: 541511
Evaluation Type: Final
Contract Percent Complete:
Period of Performance Being Assessed: 09/27/2016 - 09/26/2017
Contract Number: GS35F0020X TIRNO15Z000360003 **Business Sector & Sub-Sector:** Nonsystems - Telecommunications
Contracting Office: NATIONAL OFFICE - PROCUREMENT OITA **Contracting Officer:** LEONA BROWN **Phone Number:** 240-61-5175
Location of Work:
NCFB, contractor site
Award Date: 09/23/2016 **Effective Date:** 09/27/2016
Completion Date: 09/26/2017 **Estimated/Actual Completion Date:** 09/26/2017
Total Dollar Value: $277,856 **Current Contract Dollar Value:** $277,856
Complexity: Medium **Termination Type:** None
Competition Type: Full and Open Competition **Contract Type:** Firm Fixed Price
Key Subcontractors and Effort Performed:
DUNS:
Effort:
DUNS:
Effort:
DUNS:
Effort:
Project Number: TIRNO-15-Z-00036 0003
Project Title:
Visualization
Contract Effort Description:
The objective is this contract is to provide support to the Requirements Engineering Program Office's (REPO) Requirement Visualization Center of Excellence (RVCOE) project for Fiscal Year 2017. The contractor shall deliver visualization services that are owned and maintained by the Requirements Visualization Center of Excellence for leverage and use across the Service.
Small Business Subcontracting:
Does this contract include a subcontracting plan? No
Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Exceptional

3.3 Resumes and Experience of Key Personnel

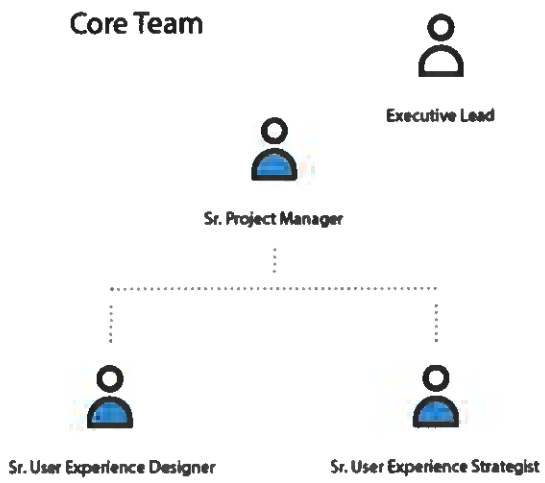
To accomplish the objectives as stipulated in the RFP, OneSpring has put together a ***core team*** of highly specialized and accomplished individuals with unique skill-sets in human-centered design (HCD), user experience, user research, and CMS expertise. We have also included ***support team*** made up of user research, SEO, analytics, UI Design, and AI experts. Jointly, the team is well equipped to deliver on all aspects of the website redesign and project management effort. Program and contract oversight will be led by OneSpring's executive team.

To accomplish the goals and deliverables in the RFP requires a diverse team of professionals within the User Experience profession. For example; OneSpring has PHD level researchers on staff that can help dive into detailed consumer sentiment. Content strategy, SEO and Analytics are their own unique skillsets that will be needed incrementally. OneSpring will pull in the necessary resources and experts as need to fulfill certain needs based as required. This is the main reason there is a Core Team and a Support Team.

Core Team
The Core Team includes an Executive Lead, Sr. Project Manager, Sr. User Experience Designer and Sr. User Experience Strategist. The executive lead will be the company's CEO, Jason Moccia. This is a non-billable role. Mr. Moccia has over 20 years of experience overseeing User Experience projects and over 8 years of experience running government projects.

Day to day activities will be led by Toni Santos, our Sr. Project Manager (PM). The PM will be the primary point of contact and will work directly with the city and project stakeholders to provide all daily, weekly, and monthly communications, management, and reporting for the project. Using a combination of Microsoft Project and Trello, our PM will effectively communicate all progress of our activities and deliverables throughout the project. The Sr. PM will also persist throughout development to ensure the end website is developed to specification.

Robert Grashuis will be the Sr. User Experience Strategist. Mr. Grashuis is a UX thought leader and practitioner with over 25 years of experience in the industry. In addition, Mr. Grashuis also brings his knowledge of government projects through our engagements with the Department of Homeland Security, Internal Revenue Service (IRS), and the U.S. Department of Agriculture (USDA). The Sr. User Experience Designer will be Michael Hicks.



Core Team (See Appendix for resumes)
Executive Lead – Jason Moccia

- Provide general oversight on the project and support to the Project Manager. Contractual point of contact with City of Alpharetta Procurement Office.

Sr. Project Manager – Toni Santos

- Responsible for day-to-day management of project tasks and schedule.
- Coordinate all meetings and logistics between the OneSpring team and City stakeholders.
- SWOT analysis and other strategy items.
- Interview members of the website project team.
- Facilitate the bi-weekly planning, demonstration, and retrospective meetings.
- Provide Quality Assurance reviews on all deliverables.
- RFP support for development solicitation.
- Oversee future development firm once selected.

Sr. User Experience Strategist – Robert Grashuis

- Provide strategic guidance and oversight.

Sr. User Experience (UX) Designer – Michael Hicks

- Interview members of the website project team.
- Develop scenarios and prototype for the site.
- Perform Heuristic Evaluation and document recommendations.
- Design the look and feel of the site, aligned with any city style guidelines.
- Journey Mapping.

Support Team
The Support Team includes a Content Strategist, SEO Expert, AI Voice Integration, Data Analytics Expert, and CMS Technologist. These individuals will be pulled in at specific points through the project to provide guidance and expertise based on the directly set by the Core Team and City officials. The support team will provide expertise as required. OneSpring core team has been selected to meet the goals identified by the city.

Sr. Researcher – Quan Sasaki

- Setup and configure hosting platform and website technical architecture
- Perform all coding, integration, and migration
- Publish BETA release and Final Website Releases

Technologist – Various Experts as Required (OneSpring has a talent pools with varying backgrounds in technology, strategy and research. The PM will pull in resources as needed throughout the planning phase to provide expert recommendations.)

- Content Strategist, SEO Expert, AI Voice Integration, Data Analytics Expert, and CMS Technologist

UI Designer – Noel Georgenes

- Concept design and wireframe support
- Misc. graphical components

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Robert Grashuis

Summary

Mr. Grashuis brings over twenty years of experience connecting technology to human-centered design, process improvement and all phases of software development life cycle where he helps companies realize how to achieve innovative and compelling solutions while improving business processes and efficiencies. As a creative design thinker, Mr.Grashuis is both artful and skillful leading complex strategies, execution of vision, and a masterful facilitator with executives, stakeholders, and user groups across global, federal, and enterprise landscapes and economies of scale. As a continuous improvement champion, Mr. Grashuis has logged over one hundred client engagements across seven industry verticals including training and helping clients create their own centers-of-excellence.

Education

University of South Carolina, Bachelors of Science, Media Arts & Mass Communications
Keller Graduate School of Management, MBA Coursework
Sun Microsystems, Java 2 Enterprise Edition (J2EE) and Enterprise Java Beans (EJB) Certification
Certification, Agile Alliance, Agile Scrum Master (CSM)

Expertise

Strategic Planning	Customer Experience	Experience Design
Human-Centred Design	Service Design	Digital Transformation
Product Strategy	Innovation/Design Thinking	Customer Journey Maps
Interaction Design	Usability	Information Architecture
Rapid Protoyping	Accssibility/ 508 Compliance	Requirements Management
Lean UX	Agile Scrum	Global/Federal/Enterprise

Professional Experience

Partner/CXO, OneSpring 3/2012 – Current

Defines the company's strategic design offerings and leadership for both federal and enterprise initiatives with overall responsibility for three key areas: professional services delivery, business process transformation, and business innovation. Serves client engagements by leading efforts with analyzing data, improving processes, and creating execution plans for strategy. Manages a team of over thirty consultants ranging from Customer Experience, User Experience, Designers, Business Analysts, Project Managers, and Quality Assurance disciplines. Experienced with managing project life cycle for multi-vendor engagements in both federal and commercial sectors with budgets in excess of $100 million. Highly experienced in leading clients through technology and process changes.

Partner/Chief Visualization Officer, OneSpring 1/2009– 3/2012

Responsible for the process innovation, transformation, and knowledge advancement in visualization and rapid prototyping for requirements definition and management. Responsible for leadig change management and technology-driven initiatives, developed workflows, identified gaps, and process improvements for both OneSpring and various client engagements. Lead the design and creation of OneSpring proprietary methodology for rapid requirements definition and management through application visualization techniques.

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Director of User Experience, OneSpring 2/2007 – 1/2009
Helped define the company's strategic initiatives through which he applies his knowledge of user experience design, technology and marketing to develop innovative and compelling solutions for OneSpring's clients. Key initiatives included a redesign of a freight shipping application, a customer service portal, an airline baggage tracking & management system and an accessibility compliance audit for an international communications agency.

Senior Experience Design Architect, InterContinental Hotels Group 5/2004 – 2/2007
Served as the Senior Experience Design Architect and led the Experience Design team under the Global Product Management group. In less than three year, tripled the size of the team and helped the company generate more than $350 million in revenue uplift as a result of significant customer experience improvements. Awarded "Best Product Innovation" for contributions to the InterContinental Hotels & Resorts global brand. Created a highly integrated UX strategy, led business-process improvements and heavily contributed to the business strategic plan.

Senior Solutions Architect, Macquarium 1/2002 – 5/2004
Directed and defined the strategic roadmaps and enterprise-level solution blueprints for clients that included projects ranging from enterprise portals, airline booking engines, intranet applications to interactive marketing campaigns.

Solutions Partner, Rare Medium 1/2000 – 1/2002
Created cost-benefit solutions for clients with an end result of delighting their customers with a strong focus on user experience. Engagements include improving the content architecture for a telecommunications company's portal, redesigning the global website for a leading luxury hotel and resort company, creating an innovative VoIP application for an e-commerce firm and improving the user experience for a global consulting firm's Web site.

Recent Speaking Engagements

SHRM-Atlanta, Guest Speaker, "TechKnow Workshop, Innovating HR"

SHRM-Atlanta, Guest Speaker, "Road Mapping HR Technology Projects Using a Human-Centered Design Approach".

IIBA- Atlanta, Guest Speaker, "The Design Sprint: Helping Business and IT Teams Improve Communication".

Business Radio X, Guest Speaker, Topic: "User-Centered Design for Business".

The Potomac Forum, Panelist and Guest Speaker, "Agile Systems Development: The New Approach to Systems Development".

American University and Georgia State University, Guest Lecturer, "The Role of Modern Requirements Definition Management Techniques and Practices in Business Today".

Usability Professionals Association (UPA) Conference, Requirements Visualization Workshop for Improved Usability in Products & Services.

Digital New York, Guest speaker on Digital Production & Management Practices.

Post Magazine, Featured article on Digital Film & Video Production.

Industry Experience
- Aeronautical
- Agriculture
- Automotive

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- Banking & Financial Services
- Beverage & Consumer Packaging
- Communications & Media
- Entertainment
- Healthcare
- Hospitality & Travel
- Law Enforcement
- Manufacturing
- Public (State & Federal)

Additional
Member of User Experience Professionals Association (UXPA)
Member of Interaction Design Association (IxDA)
Vice-Chair Computer Human Interaction (CHI) Atlanta
Member of Usability Professionals Association (UPA)
Member of Internet Movie Database (IMDB), Film Score/Soundtrack for "Storm Clouds"

Awards
"Best Product Innovation – InterContinental Hotels & Resorts Concierge Mobile App", Global Product Sales & Marketing Group, InterContinental Hotels Group

Technical Expertise
- Application Simulation & Prototyping (Axure, Balsamiq, Figma, InVision, iRise, Justinmind, and Prototshare)
- Business Intelligence/Analytics (SAP and IBM)
- Collaboration Platforms (IBM, Jive, Microsoft)
- Content Management Systems (IBM, Microsoft, Oracle, Teamsite)
- Data Architecture (J2EE, EJB)
- Data Visualization (SAP, D3, Tableau)
- HR Enterprise Systems (Oracle, PeopleSoft, SAP)
- Mobile
- Portals (BEA, IBM, Microsoft, SAP, Vignette)
- Web

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Toni Santos, PMP

Summary

Highly adept, accomplished, and resourceful Senior Product Manager with 15+ years industry experience proven at driving strategic business and IT aligned solutions by leveraging leadership, technical knowledge, and collaboration skills to guide the technical solutions needed to successfully envision, plan, and execute complex projects for Fortune 50 companies. Industry experience ranges from healthcare, insurance, telecommunications, and financial.

Education

Certified Project Management Professional, PMP
Certified SAFe Agilist (Scaled Agile Framework)
Devry University, Bachelor of Science, Computer Information Systems, Magma Cum Laude

Expertise

Project Management	Product Management	Business Process Management	Quality Assurance
Strategic & Tactical Planning	Object Oriented Design & Analysis	SDLC	Resource Management
Client & Engagement Management	User Story Design Definition	Risk/Issue Analysis	Statement of Work Delivery
Release Manager	Deliver Manager	Status Reporting	Agile Methodologies

Professional Experience

Senior Product Manager, OneSpring 2019 – Present

Leads a dynamic cross-disciplinary team focused on complex digital strategies, customer, and web experiences. Responsible for leading teams and helping senior management optimize performance, spark innovation, expand sales, and pursue meaningful outcomes.

- Strong facilitation, negotiation skills, and understanding of business principles, practices and procedures
- Well organized and can execute at an accelerated pace
- Proactive in approach to managing both client and project expectations
- Committed to delighting our customers with a "going above and beyond" mindset
- Collaborates with management team on the financial, time and resource aspects of project against a set budget and project plan
- Assembles project plans and teamwork assignments
- Manages and monitors work efforts daily and identifies resource needs; perform quality review; escalate functional, quality, and timeline issues, as appropriate
- Tracks key project milestones and adjust project plans and/or key resources to meet customer needs and requirements
- Coordinates communication with all enterprise areas that impact the scope, budget, risk, and resources of the project

Senior Consultant, Project Manager, CGI 2013 – 2019

The FirstNet network initiative was established to build a high availability network to support First Responders critical accessibility requirements. Managed the delivery of solutions supporting ordering, provisioning and billing of key First Responded required IoT products, small cells, wireless routers and other mobile devices. Successfully manages 2 – 3 projects in parallel with average budgets of $2 to $5million. Consecutively drove large global based teams, under blended delivery models (Waterfall, Agile, SAFe, Rapid Delivery) across multiple releases.

Supported Fortune 10 client's digital delivery organization managing enterprise wide programs and projects from inception through warranty.

- Successfully spearheaded execution of a $19 mil., CIO awarded corporate wide top 10 initiative program involving 40+ systems under a combined 30+ projects (12 software, 19 infrastructure), delivering business cost reductions by reducing bad debt and shedding call volume through leveraging analytics and controls to drive consistent payments and added payment arrangement experience through IVR, the web, desktop and mobile applications for end consumer, small business users and care representatives.
- Project Managed multiple projects driving the integration and migration of acquisitioned DTV to the ATT platform to establish a consolidated account management and servicing support customer experience at ATT.com. Managing $17m across 7 projects over the course of 1.5 years.

Supported the Emerging Business Markets business unit mission to establish a robust one stop shop for Service Providers/Resellers offering a simplified ordering and tracking portal and exposed APIs for integrated ordering. Coordinated with CGI peers to establish processes, procedures, as well as planning, management and reporting the status of all the business user testing phases. Worked closely with the business and IT to define best practices and approaches to support this aggressive to market organization, maintain agility in process, and bridging the gaps in the interim to address the diverse IT delivery models, including both Waterfall and Agile developed solutions. In parallel, worked with peers and business stakeholders on business development opportunities to grow CGI resourcing on the account. An integral part in CGI securing a 36 month /$11+ million contract.

Senior Consultant, Team Project Manager, Éclat Consulting 2013 – 2013

The AT&T ACSI Project Management Organization manages the projects that include scope impacting the ACSI middleware solutions bridging a variety of frontend to backend systems. Supported the PMO leading consistently 3 consecutively running projects. Depending on the size and complexity a project has anywhere from 3 to 7+ impacted middleware systems engaged. Worked through the clients gated delivery process ensuring all artifacts, key milestones, project quality and compliance requirements were met while keeping the projects on scheduled and within budget.

- Tracked, managed, validated and brought current to actuals the budgets, collecting estimates and working with sponsors through funding
- Identified, managed, motivated and supported project team resources and global delivery teams
- Ensured process, required artifacts, approvals, templates and delivery requirements are all following delivery standards

Principal Consultant, CIBER 2012 – 2013

Supported the management of the overall engagement through building relationships with the client managers, on-boarding new consultants, supporting coordination efforts between corporate HR and consultants, cultivating supportive on-site management of CIBER consultants, as well as empathetically executing terminations and providing reallocation support. In addition, managed the overall engagement supporting the enterprise IT system analysis and design, project release management coordinating, administration of resources, cross releases cross projects status tracking and reporting.

- Collaborated in the technical reviews of resource candidates, resource acquisition, retention and growth, attrition management
- Established and maintained on-boarding processes, supporting documentation to quickly acclimate and establish resources (approximately 50 resources on account)
- Established processes and procedures to ensure consistency in delivery including but not limited to; status reports, peer reviews, escalation process, risk management, and maintenance of project repository
- Resourced allocations assignment to projects and utilization tracking through Clarity Resource Manager
- Established and maintained SharePoint module to track project status, risk and issues and provide executive level reporting

Owning Consulting/Lead Project Manager, Éclat Consulting 2011 – 2012

In planning for the pending AT&T and T-Mobile merger, AT&T funded contracts to begin building the IT infrastructure and software solutions required to support the expanded mobile footprint for the AT&T and T-Mobile customer base.

Responsible for driving projects through the internal IT gated process from inception through production go-live. Managed 2 – 4 projects simultaneously through the clients project management tool (web based gated solution including management of funding and process gates artifacts, PRISM) under the AT&T ITUP process (IT project process steps and standards) ensuring all artifacts, key milestones, project quality and compliance requirements are met while keeping the projects on scheduled and within budget.

- Tracked, managed, validated actuals, managed budgets and mitigated financial impacts
- Identified, managed, motivated, and supported project team resources and delivery teams
- Ensured process, required artifacts, approvals, templates and delivery requirements are all following ITUP standards
- Supported the definition of the PMO processes and procedures

Principal Consultant/Engagement Manager, CIBER 2011 – 2011

Engagement with T-Mobile to build and manage a team of IT professionals across various organizations to build, develop and manage the Solution Architect and System Analyst team for the Enterprise Information Technology (EIT) organization. Supported approximately 50 on site resources, adding development and quality assurance teams to build relationships with all clients the managers and team members, provided both clients and team members a single point of contact for CIBER management support, orchestrate on site asset management and analyze synergies across the teams to build common practices.

- Participated in the EIT Architecture Forum strategic and tactical architecture planning of QuikView solution and infrastructure
- Supported architecture solution design and system analysis and specification reviews
- Interviewed candidates, drove resource engagement, retention and growth, attrition management
- Provided project specific training (Agile)
- Established onboard processes and supporting documentation to quickly acclimate and establish teams
- Established processes and procedures to ensure consistency in delivery including but not limited to; status reports, peer reviews, escalation process, risk management, and maintenance of project repository
- Resourced allocations to projects and utilization tracking as Clarity Resource Manager.

Product Manager/Senior Business Analyst, McKesson 2010 - 2010

Supported the product management team with the analysis, design and requirements management to meet a very aggressive time to market. Analyzed and designed several key modules – Communications- messaging and task management, Scheduling, Labs Compendium Management, ARRA Patients Sensitive Data Auditing and work list functionality. For each module, worked through the Agile process and defined user stories, loaded in TDP, supported story pointing reviews, attended standups and worked closely with scrum teams. Defined processes and procedures across the function teams to ensure consistency in deliverables and seamless solution results from inception to closeout.

- Analyzed of industry requirements, working with clinical SMEs for usability and industry standards
- Designed business process flow diagrams and develop user stories
- Collaborated with UX/UI team on interface designs and usability
- Supported development through coding and work with QA to ensure acceptance criteria is met

Project Manager/Quality Assurance Manager, CGI 2007 – 2010

CGI contracted with Fortune 10 client as a business partner to provide resources to support testing from user acceptance through operational readiness testing. The contract supported quarterly and point release testing of sales through billing across an enterprise wide set of integrated solutions including CRM, Troubleshooting, Order Management and Billing.

- Collected and analyzed user business processes, requirements and UAT pass fail criteria
- Ensured UAT environment readiness, customer data, data capacity and ordering are established to support UAT execution
- Collaborated with Business Owners, IT, Client Project Managers, Vendor Project Managers to establish project required protocols, establish resources for project preparation and execution, ensure funding is established and changes are processed through the change control board

- Developed test management deliverables including: duration assessment, commitment package, impact assessments for change request, daily UAT execution status reports and UAT entrance and Exit Criteria review session and meeting minutes
- Documented meeting minutes, project dictated deliverables, planning and execution to ensure CMM and ISO 9000 compliance
- Managed UAT execution across multiple globally distributed teams; Test Analyst, Business Owners, IT onshore and off shore teams
- Tracked and managed project defects, risk, issues and action items driving quick resolution ensuring the project stays on schedule and on budget

Acted as a Process Engineer to support efforts to automate MIS products processing through an enterprise targeted architecture.

- Facilitated JAD sessions establishing blended audience development of business requirements and processes
- Managed release project implementation representing the user community as the interface through the SDLC
- Wrote business requirements, test scenarios, test cases, business process flow documentation
- Managed business requirements through analysis, design, development, unit test, system test, user acceptance test into deployment

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Michael Hicks

Summary

A dynamic and innovative Senior UX Designer who demonstrates empathy for users, big picture thinking, and pays attention to the details. Adept at creating strategies around getting things done. Confident in every level of the design stage, from concept to razor-sharp asset deliverables. A self-motivated and proactive professional who enjoys challenging projects and creative people. An excellent communicator and problem solver with a high aptitude for understanding the needs of the customers who can easily pivot from team collaboration to working independently.

Education

Savannah College of Art and Design, Bachelor of Fine Art, Sequential Art
Team Treehouse, Web Design, Front End Development in HTML, CSS, and business practices Agile Development

Expertise

User Experience Design	User Interface Design	User Testing	User Research
Strategy	Prototyping	Customer Experience	User Journeys
Brand Experiences	Marketing Campaigns	Websites	Storyboards
Agile Methodologies	Design Thinking	Adobe C Suite	Analytics

Professional Experience

Senior UX Consultant, OneSpring 2019 – Present

Responsible for leading end-to-end lifecycle activities and deliverables for both digital product and service design initiatives for the company and its customers. Leads efforts to inform the experience design strategy and subsequently drive the design efforts through research, ideation, development, and testing for each release.

- Develops and communicates experience design strategy and implementation approach for web site redesigns aligning to our clients' business goals and objectives
- Leads team in conducting interviews, competitive research, design explorations, and strategic analysis
- Leads a cross-disciplinary team with fluency in best practices and standards for the human-centered design process, as well as strong knowledge and proven practice of leading design principles and techniques
- Works with the team and client to be exceptionally organized and able to switch between different projects in a fast-paced environment
- Brings leading design perspective and best practices for strategic consulting with our client partners
- Demonstrates extensive knowledge of customer experience practices to advance thinking across the team and customer solution
- Demonstrates natural leadership and the ability to effectively communicate design solutions at the C-Level to articulate and inform the design business value and benefits
- Communicates at tactical level to ensure understanding across all stakeholders from development through testing and training

Senior UX/UI Designer, Arthritis Foundation 2019 – 2019

Worked closely with creative team to rebrand company website by providing guidance on implementation of the designs and modify designs as requirements change in an Agile development environment, demonstrating ability to manage both time and scope to fit tasks into quick development iterations.

- Collected and analyzed user research data to understand the user population and identify trends and insights.
- Created map workflows, user paths, created storyboards, wireframes, mockups, low and high fidelity prototypes and write UI specifications to support development across multiple applications and platforms.

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- Designed graphic, icons and other visual elements as necessary
- Evaluated designs using user-centric design techniques such as UI reviews and cognitive walk-throughs
- Maintained awareness of current trends in technology design and usability, and shared this information across multiple teams
- Participated in working groups and/or meetings with application stakeholders to discuss user requirements and/or present wireframes and mockups

Visual Design Consultant, Mhicksimagine Illustration & Design 2010 – Present
Managed development of design ideas from basic concept to full detailed design solutions. Analyzed client information to understand context and define relevant insights. Designed and developed websites, user interfaces, storyboards, and marketing material to tell the story of a client's brand. Developed brand for original social application "Faces" by creating logo and icons for interactive user interface. Designed caricature templates for use in promotional events sponsored by the Georgia. Created character designs, concepts and printed illustration for Georgia State University Student Veterans of America.

UX/UI Designer, Hexagon AB 2018 – 2019
Designed processes, experiences, and interfaces that improve the usability of inter organizational systems. Provided expert design advice and execution for marketing campaigns. Developed and organized an evolving library of components and tools.

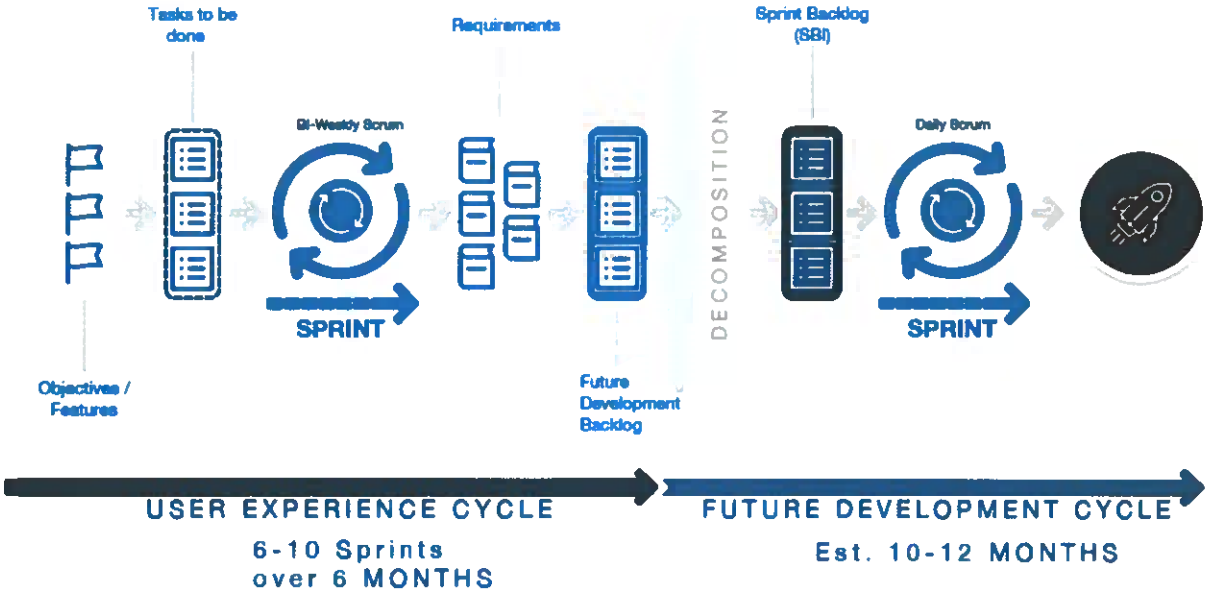
UX Designer, Arke Systems 2017 – 2018
Developed strategies that improve the customer experience through data-driven design. Constructed user journeys, performed user tests, made hypothesis, and developed prototypes around informed solutions. Improved brand experiences across all channels, especially on digital platforms.

UX/UI Designer, Spiralyze 2016- 2017
Designed top tier business web sites for optimal conversion. Wielded elements of psychology (cognitive bias), usability testing, user centered design, A/B testing and responsive design to produce measurable growth for clients. Helped create a benchmark for online checkouts that ranks the effectiveness of many ecommerce designs.

3.4 Method of Providing Services

In addition to using Project Management Institute (PMI) best practices, OneSpring will also use a popular and proven methodology called Agile Scrum as the Project Management process for the City of Alpharetta website redesign. This methodology is widely used in the design and software space and will help foster a collaborative, lean and iterative approach to ensure the website redesign is successful in meeting the goals of Alpharetta and the end user needs. It will also help ensure alignment to the future development team because Agile Scrum is standard development practice.

The Sr. Project Manager will lead the core team in two-week cycles called "Sprints". Each Sprint will begin with a planning session between the OneSpring team and city stakeholders to identify the work to accomplish over the two-week period and provide the opportunity for the OneSpring team and the city to ensure a mutual understanding of the work to be accomplished. The "work" will be translated into requirements by the OneSpring team and serve as the roadmap for the future development RFP. It is estimated that the User Experience phase will take 6 months. During this time the team will perform between 6 and 10 two week Sprints. Each Sprint will produce the necessary outputs which will inform the future development RFP. The transition from the User Experience Cycle to the Development Cycle is called "Decomposition", or "Decomp" for short. The PM will perform the Decomposition with the development team to ensure that what gets developed matches what was defined during the User Experience Cycle.



Agile Design Sprints

At the end of each two-week sprint, the PM will facilitate a meeting to demonstrate the work that has been completed by the OneSpring team during the sprint allowing stakeholders to keep a pulse on the projects progress. These meetings also allow stakeholders to provide feedback more often to ensure the team is on the right track. After the demonstration, the PM will lead a retrospective with the OneSpring team to identify what went well and what could be improved for the next sprint. This ensures the team identifies risks and implements mitigating actions

early before they become project blockers. The retrospectives also helps insure the team stays aligned and focused on delivering the best outcome possible.

The PM will document project progress throughout the initiative. The table below outlines the PM duties and tasks throughout the project.

Project Management Duties & Tasks	
Daily Leadership	Work with stakeholders and OneSpring team members to provide leadership on the project.
Availability	From 8am to 5pm daily during the business week to communicate with city stakeholders and the project team re: work, design, or other project deliverables.
Project Planning & Scheduling	Develop and maintain a detailed project management plan and schedule.
Project Reporting	Monitor, plan and report on project performance on a weekly and monthly basis.
Quality Control	Responsible for tracking, inspection, accuracy, compliance, approval, and delivery of final deliverables.
Delivery	Deliver recommendations, prototypes, documentations, training, and final website, and associated deliverables.
Facilitation & Negotiation	Work with the team to help resolve cross-functional issues at the project level.
Manage Project Scope, Risk, & Issues	Record and manage project scope and any issues, escalating when necessary. Provide input and updates to a risk registry and risk mitigation plan.

Project Timeline

The estimated timeline for this initiative is 6 months. Based on the Question and Answers provided by the City of Alpharetta, it is estimated that the development work will take 8-12 months. Our plan addresses the website planning/design phase and project management during the build phase. We are estimating a gap in time between the User Experience phase and Development phase due to the time required to issue an RFP and to onboard the development team. It is unclear exactly how long it will take to find a development partner and how quickly they will be able to get up to speed; therefore, the planning phase is more accurate than the build phase at this point in the project.

Month 1
Month 2
Month 3
Month 4
Month 5
Month 6
Current State
Project Planning
Heuristic Evaluation
Stakeholder Interviews
Customer Journey Mapping
Website Analytics Benchmarking
SWOT Analysis
Future State
Content Strategy
Accessibility Requirements
Key Performance Indicators (KPI)
Website Concept Design/Wireframes
CMS Recommendations
Emerging Tech Recommendations (Voice AI, SEO)
RFP Development

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

Under Section 4: Cost Proposal the cost proposal form found under Section 4.1 Schedule of Items is hereby removed and replaced with the new cost proposal form as follows.

Section 1: Website Planning And Design

Task / Cost Item	Cost / Price
User Experience Audit	**$29,948.00**
Strategic Website Plan	**$52,304.00**
Website Development Brief And Recommendations	**$44,832.00**
Scope Of Work / Request For Proposals Development	**$22,416.00**
Miscellaneous	
1. Travel	**$0**
Total Cost: Website Planning And Design	**$ 149,500.00 -**

Section 2: Website Planning And Design (Hourly Rates)

For purposes of modifying the base contract services, hourly rates for each team member per task must be provided. These would be used only in the event that the scope of services is expanded beyond those identified in the RFP.

Position	Hourly Rate
Sr. Project Manager	**$110.00**
Sr. User Experience Designer	**$110.00**
Sr. User Exeprience Strategist	**$120.00**
Sr. Researcher	**$110.00**
SEO Specialist	**$110.00**

Voice AI Specialist	**$115.00**
Data Analyst	**$110.00**
CMS Technologist	**$110.00**
UI Designer	**$90.00**

Section 3: Project Management During Website Development / Testing / Launch

Because the duration of the engagement for project management services during the development, testing, and launch of the new website (referred to as Phase 2 of the project) cannot be determined until the site design is completed, the cost proposal for this part of the engagement should be provided as hourly rates for service by position / individual who will be providing project management services during Phase 2.

Position	Hourly Rate
Sr. Project Manager	**$110.00**
Sr. User Experience Designer	**$110.00**
UI Designer	**$90.00**

END ADDENDUM

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:	**WEBSITE PLANNING AND PROJECT MANAGEMENT SERVICES**
RFP #:	**19-117**
RFP RESPONSE DUE DATE/TIME:	**JULY 11, 2019 AT 10:00 AM**
RFP ISSUE DATE:	**MAY 23, 2019**
NUMBER OF PAGES:	**40**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052 FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Procurement Website: https://www.ebidexchange.com/alpharetta

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **FOUR** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

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 Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, 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 requirements 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.

FIRM/OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/OFFEROR PHONE NUMBER(S): _____

FIRM/OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

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SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT **DATE**

1. RFP Issue Date ..... May 23, 2019

2. Pre-Proposal Conference .....June 11, 2019 at 10:00 AM
   Mandatory: Proposals only accepted from Offerors in attendance and signed-in at meeting. [Late attendees may not be admitted.]

   Alpharetta City Hall
   2 Park Plaza,
   3rd Floor Conf. Rm 318
   Alpharetta, GA 30009

   Event Registration is requested [but not necessary to attend]. Registration at Events tab for solicitation at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.3

3. Deadline for Receipt of Written Questions .....June 18, 2019 at 4:00 PM
   - Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.2.4

4. Deadline for Posting of Written Answers .....June 21, 2019 at 4:00 PM
   - Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5

5. RFP Response (Proposal) Due Date/Time ..... July 11, 2019 at 10:00 AM
   - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

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

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

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

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta, Georgia is seeking the professional services of a consultant with a strong UX background and proven experience in the planning and design of government and corporate websites to lead the planning, strategy, and design for the development of a revamped / new website for the City.

As the project lead for the revamped website, the selected vendor will also manage the relationship with the external web developer team (who will do the coding for the platform) and serve as the main focal person on behalf of the City of Alpharetta during the development of the site. Throughout the coding / website build, the consultant / project lead will ensure products, specifications, and deadlines are adhered to and the team is kept up-to-date on progress and development. He / she may also be required to consult and / or manage other external contractors as needed.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 Project Goals

The City places a high emphasis on efficient and effective communication with our citizens, customers, and other identified audiences. It is the City's intent that our communications tools and efforts elevate the public credibility and trust of the City by:

- Improving access to facts and information;
- Increasing awareness of initiatives, projects, events, opportunities, and matters soon to be considered;
- Creating opportunities for and encouraging meaningful public engagement; and

- Increasing transparency into the business and processes of the people's government

All communications goals, strategies, and actions, including the management and operation of the City website, are governed by four guiding principles:

- We will go beyond providing information to the public and foster opportunities for meaningful public engagement.
- We will creatively and effectively engage the public where they are.
- We will consistently foster open communication that is inviting, engaging, and encourages productive discourse that builds community.
- We will not fear the unknown or uncomfortable.

2.4 Existing Website Content

The current City of Alpharetta website (www.alpharetta.ga.us) is powered by the Progress SiteFinity content management system and consists of approximately 850 published pages and approximately 1,000 supporting assets (.PDF files, Excel files, Word files, Media files, etc.). Additionally, the City utilizes a number of third-party applications / services to provide added functionality and services via the website. These include but are not limited to:

- CivicClerk for provision of live and on-demand streaming video and access to public meeting agendas and minutes
- JustFOIA for submission and management of public records requests
- City Works for permit applications
- Tyler Munis for bill payments and vendor registration
- Active Network for registration for recreation programs and facilities reservations
- TipSoft for submission of crime tips
- P2C for a variety of Public Safety applications and reporting
- ESRI ArcGIS for GIS mapping and provision of our open data portal

Between May 1, 2018 and April 09, 2019 the site averaged over 1,400 site visits per day and received almost 1.5 million page views with an average time on site of 1 minute 45 seconds.

The City also maintains a dedicated economic development website (www.growalpharetta.com). The site is built on the WordPress content management system. It is the intent of the City for the information on this site to be incorporated into the revamped / new City of Alpharetta website.

2.5 Scope of Work

KEY OBJECTIVES:

Key objectives for this project include:

- To better leverage available and prepare for emerging technologies to enhance the user experience and better conduct the mission of the City of Alpharetta website;
- To simplify the user experience for website visitors;
- To improve accessibility for those with physical limitations;
- To elevate government transparency;

- To better provoke citizen and customer engagement;
- Develop an information architecture that is efficient, easily understood and sustainable by staff in the future;
- Implement a content management solution that can be maintained by both experienced web development staff as well as business users with no coding experience. Necessary functionality includes: the creation of templates, WYSIWYG editing to facilitate content management by novice users, ADA compliance, responsive design, content approval workflows and search engine friendly URL aliasing; and
- To more effectively communicate the Alpharetta brand identity and the personality of our community.

  Additionally, the new website should possess functional and aesthetic design characteristics that effectively communicate and are consistent with Alpharetta's role as a leading technology city and a local government that strives to inform and engage with our citizens. For example, the City has considerable interest in leveraging AI voice integration as a means for improving the user experience but would expect that the selected vendor will provide guidance as to if that technology would be an effective tool for meeting our identified objectives and if so, how best to leverage the technology.

  While it is important that the website be visually attractive, a high level of emphasis should be placed on user experience (UX), ease of use, and design simplicity. All decisions will be made from the customer / end user experience.

KEY DELIVERABLES:

The essential project deliverables for the subject engagement are as follows:

- User experience audit, including usability testing, of the current City website
  - ❖ Heuristic product evaluation
  - ❖ Customer journey mapping
  - ❖ Website analytics benchmarking assessment
  - ❖ Stakeholder interviews and focus groups
- Interviews with members of website project team comprised of representatives of key City departments
- SWOT analysis
- 3-year strategic website plan, including
  - ❖ Content strategy
  - ❖ Accessibility requirements and guidelines
  - ❖ Recommendations for integration of current and emerging technologies such as voice search and AI voice integration
  - ❖ Key performance indicators and recommended targets
- Recommendation on appropriate Content Management System (CMS)
- Website development brief; including concept design, deliverables, timelines, and wireframes
- A written scope of work to be used as the basis for a future Request For Proposals (RFP) for development, testing, and launch of website
- Project management services during website development, testing, and launch

RFP Evaluation / Scoring Sheet (Detail)

Website Planning & Project Management Services

RFP # 19-117

OFFERORS	Diversified Technologies, LLC	OneSpring, LLC	Rivi Consulting Group	Blackwood Impact Group	Simplispoken, LLC	Smartegies	Monogram	Hot Sauce Studios, Inc.
Scoring Instructions: 1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. 2. Scores should be noted for each criteria as this will be the basis for evaluation. 3. Weights will be applied to combined scores. 4. Cost will be evaluated separately.								
CRITERIA								
Experience / Qualifications Vendor's experience working within the requested services arena; vendor's experience working with local governments; vendor's perceived ability to successfully complete the scope of work on time and on budget; vendor's ability to successfully work with City Staff, vendor's references. In evaluating each vendor in this criterion, emphasis will be placed upon the experience / qualifications of the person / persons who will be actively working on the subject project on behalf of the vendor.	1.30	1.43	1.06	0.89	0.90	0.93	0.90	0.92
Scope of Services Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services? Did the vendor propose any revisions and/or changes to the draft Scope of Services that would better serve the City?	0.94	1.16	0.80	0.80	0.73	0.58	0.62	0.58
Timeline Can the scope of work be completed within a reasonable timeline; is the vendor investing the appropriate project resources to complete the project within the timeline?	0.39	0.56	0.34	0.39	0.49	0.30	0.24	0.30
Alpharetta Local Vendor Preference	0.00	0.15	0.00	0.00	0.00	0.00	0.15	0.00
Total Proposal Score ***% (Cost not Opened-Scored)***	2.63	3.30	2.20	2.08	2.12	1.81	1.91	1.80
Cost (15%)	0.56	0.23	0.12	0.26	0.52	0.10	0.75	0.40
Total Proposal Score ***% (Cost Opened-Scored)***	**3.19**	**3.53**	2.32	2.34	2.63	1.91	**2.66**	2.19

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Ruby Flynn
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: WILLS PARK INCLUSIVE AND ADAPTIVE PLAYGROUND ENHANCEMENTS

II. RECOMMENDATION:

Please award Playsouth Playground Creators a contract in an amount not to exceed $100,000.00 to enhance the Wills Park Playground with adaptive and inclusive play components to the existing playground as well as authorizing the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $100,000.00 CONTRACT COSTS WILL BE FUNDED THROUGH CURRENT APPROPRIATIONS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Parks Playground Equipment (30161150-541500-C1806)	$91,921.00
Adaptive Playground Equipment (30161150-541500-C1524)	$8,079.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00
N/A	$0.00

IV. REPORT IN BRIEF:

The Alpharetta Recreation, Parks and Cultural Services Department will be enhancing the playground at the Wills Park Recreation Center with components that will be inclusive for all users. The project is part of the Adaptive Playground and Equipment capital initiatives as well as the Northside Hospital Wellness Memorandum of Understanding (MOU).

Wills Park was designated to be the feature park for this program. After an evaluation of the playgrounds in the park, it was determined that the Wills Park Recreation Center was the best location for the enhancements.

BCI Burke Company is the equipment manufacturer for the existing equipment. For warranty and maintenance purposes, the department would like to use the same equipment. Playsouth Playground Creators is the exclusive supplier of this Burke Playground equipment for the state of Georgia.

For these reasons, staff requests the approval of a contract with Playsouth Playground Creators in order to enhance the Wills Park Playground with adaptive and inclusive play components.

V. ALTERNATIVES:

VI. ATTACHMENTS:

WILLSPK0819-3 (002), Sole Source, 132-120797-4_ProposalPro_PJ_WillsParkRenova (002) (002),

Play South PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date: 9/9/2019
Quote #: WILLSPK0819-3
Rep: Peter Jezerinac
Direct: (470) 306-8653

QUOTATION

	Bill to:		Ship to:
Name	Wills Park Renovation		Same
Address	11925 Wills Road		
City, State Zip	Alpharetta, GA	30009	
Contact & Phone	Kurt Kirby	770.871.9195	
Email	kkirby@alpharetta.ga.us		County: Fulton

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
1	370-1620	Taktiks Climber to replace the overhead monkey bars	$ 3,740.00	$ 3,740.00
1	580-1295	2-sided Full Color Welcome Sign	540.00	$ 540.00
1	550-0186 550-0196	AirVenture Glider and Volito Double Bay Swings	11,924.00	$ 11,924.00
1	560-0576	Rev 8 Spinner	17,380.00	$ 17,380.00
1	560-2579	Volta Inclusive Spinner	5,860.00	$ 5,860.00
1	560-2601	Inclusive Roller Table	11,500.00	$ 11,500.00
1	560-2589	Comet II Spinner	1,760.00	$ 1,760.00
1	560-0055	Play Ensemble Drums Trio	3,500.00	$ 3,500.00
1	570-0410	Play Ensemble Titan Chimes	5,200.00	$ 5,200.00
1	570-0411	Play Ensemble Supine Chimes	3,800.00	$ 3,800.00
600	BONDEDRUBBER	Square feet of bonded rubber surface	15,960.00	$ 15,960.00
20	APS4	Border Timbers	1,200.00	1,200.00
1	580-1311	Novo Custom Sign Double	$ 862.00	862.00

This quote is valid for 30 days. Please allow 6-8 weeks for project completion. Please return this signed quote along with the required 50% deposit to initiate the order. Colors must be filled in below. The balance is due in full within 15 days after delivery or installation. Underground utilities must be located and marked prior to our crew's arrival. Although every effort will be made to minimize any accidental damage during this construction project, PlaySouth is not liable for any repairs to landscaping. Customer is responsible for any and all safety surfacing to conform to proper playground safety standards.

Less PlaySouth Discount		**$ (5,000.00)**
	SubTotal	$ 78,226.00
	Freight	3,479.00
Sales Tax Rate	7.00%	
Installation Svcs.		$ 18,295.00
	GRAND TOTAL	**$ 100,000.00**

COLORS:

Posts _____
Metal Accessories _____
Roto-Plastic Slides _____
Roto-Plastic Panels _____
Sheet Plastic Panels _____
2-color Sheet Plastic _____
Coated Decks/Steps _____

Authorized signature & date:

A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed.
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.

_____

Thank you for considering PlaySouth Playground Creators!!

City of Alpharetta

Sole/Single Source Justification Form

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

Please complete and attach this form to requisitions when competitive quotes/bids are not solicited and provide justification below (required for requisitions $5,000.01 and greater). This form must be approved by the City Attorney and Procurement Official prior to ordering goods/services from the proposed vendor.

If a Sole Source or Single source designation is granted, a fully executed copy of this form must be attached to all related requisitions. The designation is provided for a maximum period of three (3) fiscal years, after which the good/services must be competitively procured or a new designation requested.

Department:	Recreation and Parks	Date:	September 9, 2019
Department Director/Designee (print):	Morgan Rodgers		
Department Director/Designee (signature):			
Vendor Name:	PlaySouth Inc/BCI Burke Company	Vendor #:	2278

I am requesting a waiver from obtaining competitive pricing for the following reason(s):

☒ Sole Source Designation

Only one vendor possesses the unique and singularly available capability to provide the good/service.

☐ Single Source Designation

Only one vendor demonstrates the unique knowledge, skills, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc. of the requested good/service which is an integral component of the City's existing infrastructure, equipment, and/or operations.

Provide a description of the requested good/service and a justification for the Sole/Single Source designation:

The Alpharetta Recreation, Parks and Cultural Services Department will be enhancing the Playground at the Wills Park Recreation Center with components that will be inclusive for all users. The project is part of the Adaptive Playground and Equipment capital initiatives as well as the Northside Hospital Wellness MOU.

Wills Park was designated to be the feature park for this program. After a evaluation of the playgrounds in the park, it was determined that the Will Park Recreation Center was the best location for the enhancements.

BCI Burke Company is the equipment manufacturer for the existing equipment. For warranty and maintenance purposes, the department would to use the same equipment. Playsouth Playground Creators is the exclusive supplier of this Burke Playground equipment for the state of Georgia.

Attached is the letter of exclusivity.

The user department shall exercise due diligence in reviewing the pricing of the requested vendor to ensure it is in-line with pricing provided to similar customers.

Approval

☑ City Attorney _____ Date: 9/10/19

☐ Procurement Official _____ Date: 9/11/19

Print Form

Wills Park Renovation
City of Alpharetta

August 30, 2019

Morgan Rodgers
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Dear Morgan Rodgers:

PlaySouth Playground Creators is delighted to provide City of Alpharetta with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. PlaySouth Playground Creators is confident that this proposal will satisfy City of Alpharetta's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with City of Alpharetta. We appreciate your consideration and value this opportunity to earn your business.

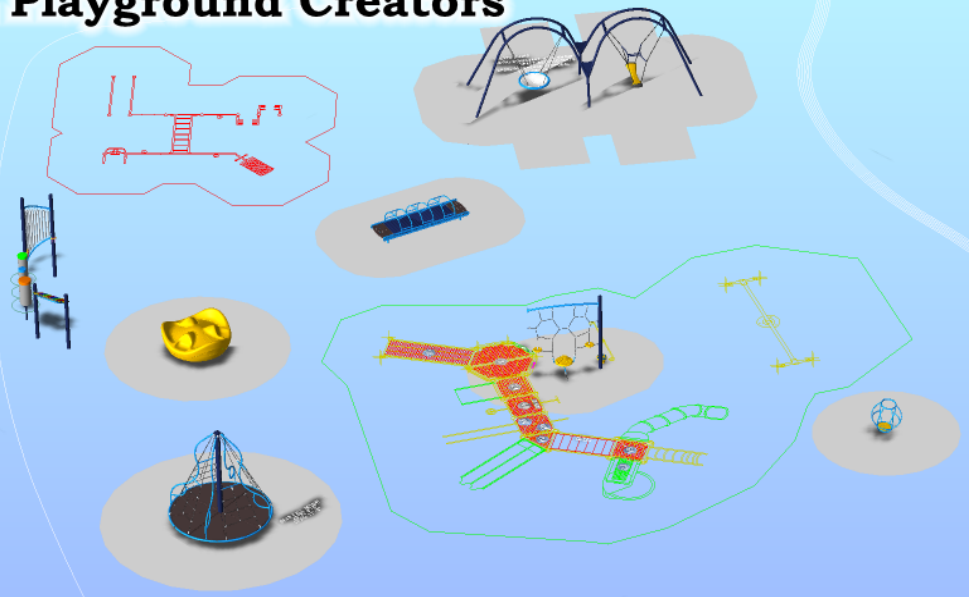
Sincerely,

Peter Jezerinac
PlaySouth Playground Creators
PO Box 492467
Atlanta, GA 30349

Proposal # 132-120797-4

Wills Park Renovation

PlaySouth Playground Creators



NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE, IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

PLAY THAT MOVES YOU®

Creating Play That Moves You requires dedication, research and a fierce passion for bringing a higher level of play to communities. The results are more than worth the effort. Products such as Novo® Playful Furniture and Taktiks® move us to design the best play environments for all. Taking play interaction to the next level is the Konnection™ Swing. There isn't a better way to connect on the playground - whether it's an adult and a child or two kids. The fusion of traditional and active-based play lays the foundation for an environment where everyone can develop physically, emotionally, socially and cognitively through play. It fosters opportunities for the types of experiences that bring communities together and move us in so many ways. Join Our Movement and see how you can bring a higher level of play to your community!

GET MOVING!

Burke's unique fitness offerings keep people of all ages moving! Our Intensity® and Nucleus® playgrounds feature a fusion of traditional and fitness-based play that engages children to move like never before. The ELEVATE® Fitness Course features challenging obstacles designed for healthy competition and fun for ages 5-12 or 13 plus. Our variety of fitness play options ensures everyone has the opportunity to reap the benefits of movement at any age and skill level.

MOVE YOUR MIND

Extensive research suggests that play provides tremendous developmental benefits to children. In fact, it's been said that children learn through play - it helps their brains and bodies develop. There's no such thing as too much of a good thing when it comes to play!

INTERACTIONS THAT MOVE US

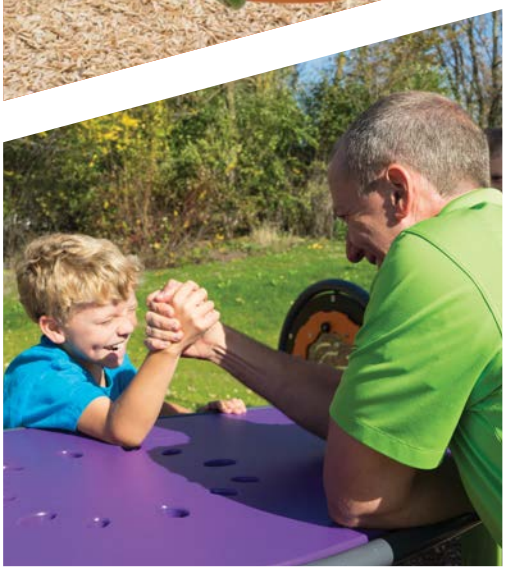
Play brings communities together and strengthens families and friendships. Burke's playgrounds provide amazing opportunities for kids to develop socially from playing independently at a young age, transitioning to parallel play and learning how to cooperatively play together as their development continues.

MOTION THAT MOVES YOU

Movement is essential to life and to play. Motion play creates movement for children of all abilities and assists with many developmental areas, including increased spatial awareness, inner ear stimulation and balance. Motion can be soothing to children with sensory processing differences and offers an exciting activity for everyone to enjoy.

PLAY THAT MOVES DEVELOPMENT

Play is an important part of a child's emotional development and it is often through play that they learn necessary skills such as patience and empathy. Play also helps children learn how to express and manage their feelings, which is the grounds for much of a child's future success and well-being.



WORK THAT MOVES US

What we bring to work every day is more than just ourselves. Our ideas, craftsmanship and collaboration form our culture and help us bring a higher level of play to communities around the world.

HANDCRAFTED IN AMERICA'S HEARTLAND

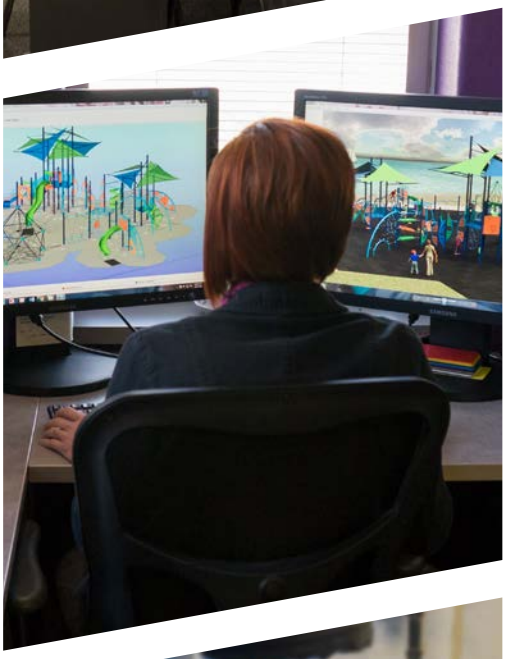
Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. Yes, a real-live person will answer your call and help to direct you to the proper person. We have factory-direct customer service representatives that are available to answer questions, help with replacements parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

We as Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! We are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BURKE'S HISTORY

John Edward was a farmer in Fond du Lac, Wisconsin and farmed the land the Burke company headquarters stands on today. In 1920, he incorporated a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, Burke entered the playground industry! Soon playground products were the company's main focus and they introduced Swing King, a residential line of play equipment.

When World War II began, Burke, like many companies, changed their focus to the war effort. J .E. Burke, always an inventor, devised a self-contained ammunition cart that could be parachuted to army personnel. The Parachute, as it was suitably named, was also used to deliver food and medical supplies. The company's dedication earned special recognition, and in 1943, the J.E. Burke Company was awarded an Excellence in War Production citation. Over the next 40 years, the Burke family grew the business and began to add interesting color and material combinations. In 1972, Burke invented the original Funnel Ball® that became a staple on playgrounds across the country.

In the late 1990's, Greg Burke, grandson of founder J.E. Burke, determined it was time to find a successor to lead the business into the 21st Century. Tim Ahern became the president/CEO of Burke in 1997 and remained until 2015 when Incline Equity Partners invested in Burke and Michael Phelan became the new president/CEO.

Most recently, in May 2017, The Halifax Group joined Burke's management team as an investment partner to continue the company's growth plans. All design and manufacturing operations continue to be located in Fond du Lac, Wisconsin on the same plot of land where J.E. Burke founded the company nearly 100 years ago.

Burke remains committed to the original innovation, customer service and superior quality that sustained the company for generations. We are bringing play to the next level with our focus on "Play That Moves You" and innovating products that move all of us in so many ways.

BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM: Nucleus® and Voltage® feature our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.

DIRECT-BOLT CONNECTION SYSTEM: Intensity, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Little Buddies® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE: All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-16: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-16 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

CLIMBING CABLES: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

ALUMINUM CONNECTORS: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at **bciburke.com/safety**.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at **bciburke.com/funding**.

FREE FUNDRAISING TOOLS!

PURCHASING WITH OMNIA PARTNERS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

A playground purchase doesn't have to turn into a drawn-out process of writing specifications, issuing RFP's and jumping through bureaucratic hoops. Burke can help you cut through the red tape, thanks to the company's national cooperative award made available through the partnership with OMNIA Partners, Public Sector (Subsidiary National IPA). Burke is a provider for Playground Systems and Related Items.

OMNIA PARTNERS

"OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

PURCHASING THROUGH OMNIA PARTNERS

- You've met the necessary legal and competitive bidding requirements.
- Client partners pay no fees to use OMNIA Partners contracts.
- Your playground is backed by our exclusive Generations Warranty® the longest and strongest in the industry.
- Our ISO 9001:2015 certification confirms we are consistently ensuring high quality and exceptional customer service.
- You'll be doing business with a "green" company that holds the ISO 14001:2015 certification, reflecting a systematic program for achieving aggressive goals for recycling, use of recycled materials and renewable energy and environmentally sound manufacturing processes."

THE WAY IT WORKS

OMNIA Partners' mission is to help government and education entities operate efficiently and economically. Utilizing a contract, available through OMNIA Partners, means you deal directly with the vendor, as you would normally do if the contract was your own. We've made it easy to register, become a participant, and start saving today!

Follow these 4 easy steps to register today!

- Go to omniapartners.com/publicsector.
- Click the register button at the top right of the screen.
- Complete the requested information.
- Submit!

The easiest way to Join the Burke Movement is to call your local Representative at 800.266.1250. Our passion is bringing play to communities like yours and we can't wait to help you get started!

OMNIA® PARTNERS

FEATURED PLAY EVENTS

Taktiks® Bow

Using a variety of materials and shapes, Taktiks provides endless climbing, traversing and balancing opportunities for children ages 5-12.

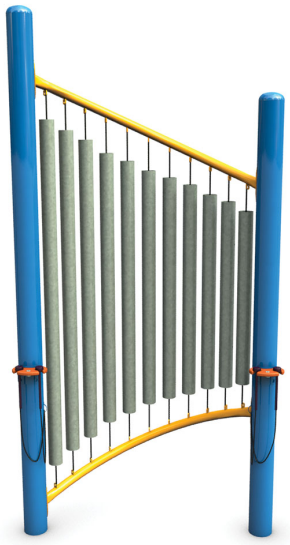
Volito

Kids love to swing and with Volito, the whole group can swing together. The large disc-like seat is perfect for children of all abilities to interact and develop improved balance and posture.

FEATURED PLAY EVENTS

Rev8

A new spin on climbing! The REV8 is a new rotating climber that takes the classic merry-go-round to a whole new level.



PlayEnsemble Titan Chimes

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren’t just play; they accelerate child development intellectually, socially and emotionally as well as enhance overall

Roller Table

A sensory experience like no other, the Roller Table adds an important developmental aspect to the playground that brings all children together in the same space, regardless of ability. Users will gain strength, develop balance, coordination and motor pla

DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this proposal for consideration for the Wills Park Renovation located in Alpharetta. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Alpharetta. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Wills Park Renovation
- Project Number: 132-120797-4
- User Capacity: 66
- Age Groups: Ages 5-12 years
- Dimensions: 96' 4" x 115' 9"
- Designer Name: Maggie Colton

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Wills Park Renovation playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 132-120797-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Wills Park Renovation playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

Burke

SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Maggie Colton

Wills Park Renovation

11925 Wills Road

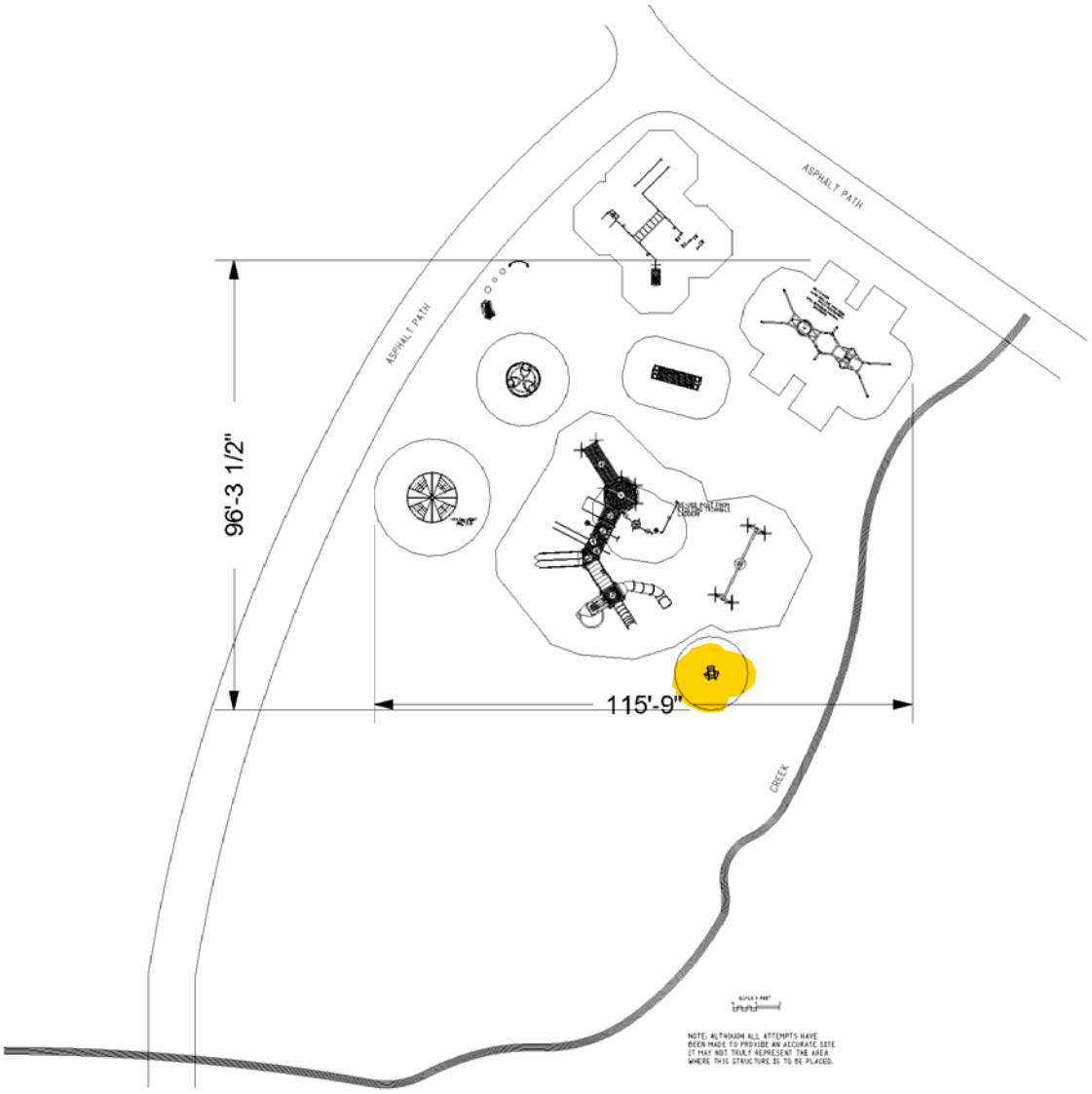
Alpharetta, GA 30009

PlaySouth Playground Creators

132-120797-4

August 30, 2019

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA

2437 SQ.FT.

PERIMETER

466 FT.

STRUCTURE SIZE

96' 4" x 115' 9"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLDS
- ☐ 2-5 YEAR OLDS
- ☒ 5-12 YEAR OLDS
- ☐ 13 + YEAR OLDS

NSF Registered to ISO 9001 NSF Registered to ISO 14001

IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	13	
NUMBER OF ELEVATED PLAY EVENTS:	0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0	REQ'D: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 0	
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:		REQ'D: 0
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 13	REQ'D: 0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 7	REQ'D: 0

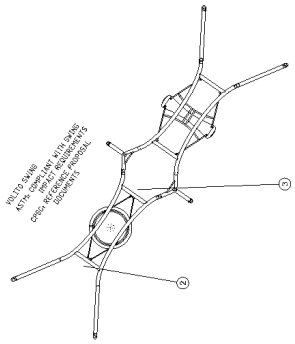
WARNING!

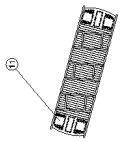
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

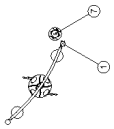
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

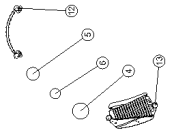
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

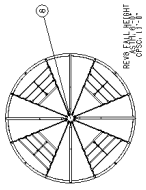
ITEM	COMP.	DESCRIPTION
1	370-1620	TAKTIKS BOW CLIMBER
2	550-0186	VOLITO
3	550-0196	AIRVENTURE GLIDER ADD-ON B
4	560-0055	PLAYENSEMBLE CIRQUE DRUM
5	560-0056	PLAYENSEMBLE CIRQUE DRUM
6	560-0057	PLAYENSEMBLE CIRQUE DRUM
7	560-0453	STEP SPOT POD 8-16"
8	560-0576	REV8
9	560-2579	VOLTA INCLUSIVE SPINNER
10	560-2589	COMET II
11	560-2601	ROLLER TABLE
12	570-0410	PLAYENSEMBLE TITAN CHIMES
13	570-0411	PLAYENSEMBLE SUPINE CHIME











Burke

August 30, 2019

SERIES: Basics, Intensity, Nucleus
COMPONENT PLAN
DRAWN BY: Maggie Colton

Wills Park Renovation
11925 Wills Road
Alpharetta, GA 30009

PlaySouth Playground Creators
132-120797-4

Rev8 Fall Height:
ASTM 6' 0"
CPSC 11' 0"

The protective surfacing for this design must accomodate the critical fall height.

Burke

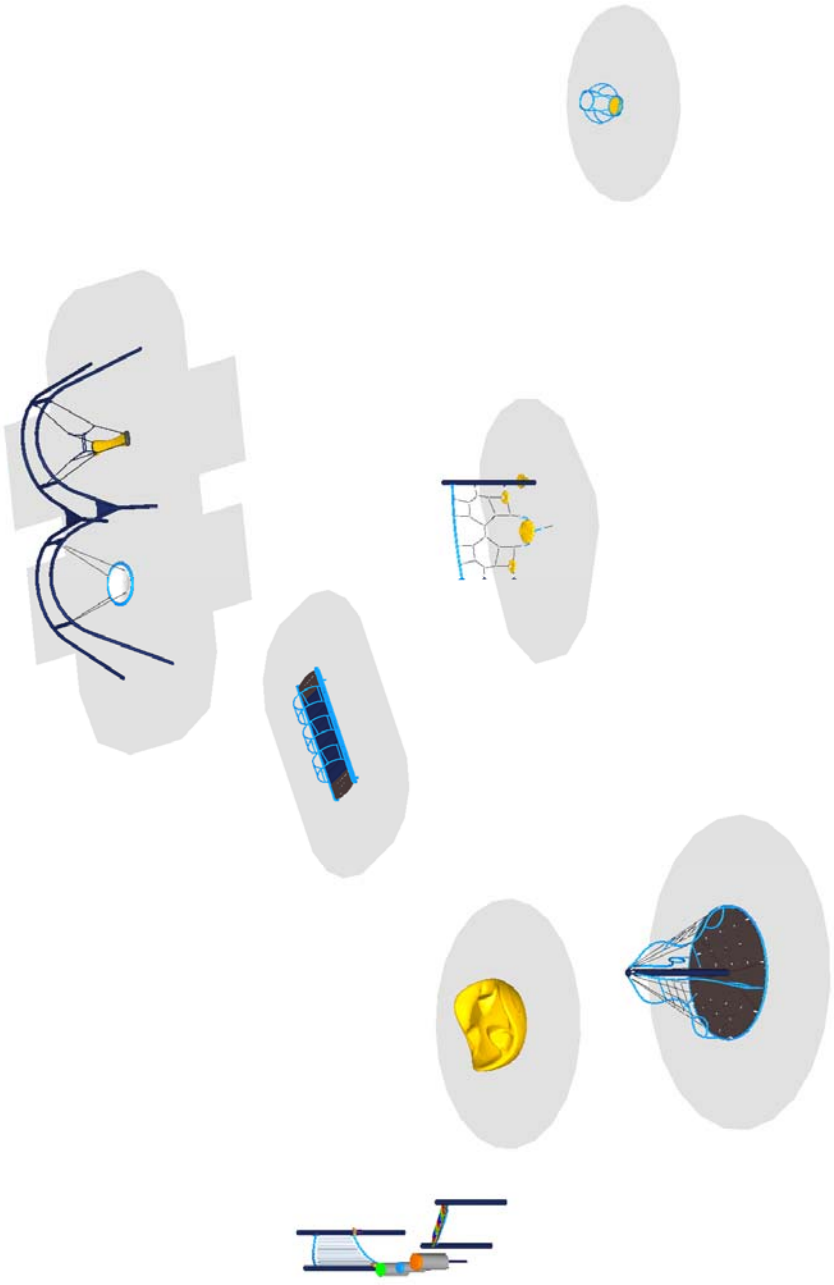
August 30, 2019

SERIES: Basics, Intensity, Nucleus
ELEVATION PLAN
DRAWN BY: Maggie Colton

Wills Park Renovation
11925 Wills Road
Alpharetta, GA 30009

PlaySouth Playground Creators
132-120797-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Burke

August 30, 2019

SERIES: Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Maggie Colton

Wills Park Renovation
11925 Wills Road
Alpharetta, GA 30009

PlaySouth Playground Creators
132-120797-4

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Proposal # **132-120797-4**

August 30, 2019
2019 Pricing

Proposal Prepared for:
Morgan Rodgers
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Phone: 678.297.6000

Project Location:
Wills Park Renovation
11925 Wills Road
Alpharetta, GA 30009

Proposal Prepared by:
PlaySouth Playground Creators
PO Box 492467
Atlanta, GA 30349
Phone: 770-719-9005
Fax: 770-719-9005
sales@playsouth.net

Peter Jezerinac
Phone: 770-719-9005
Fax:
peterj@playsouth.net

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
550-0186	VOLITO	1	4	4	413	413
550-0196	AIRVENTURE GLIDER ADD-ON BAY	1	2	2	359	359
560-0453	STEP SPOT POD 8-16"	1	1	1	19	19
560-0576	REV8	1	25	25	1,343	1,343
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2589	COMET II	1	6	6	147	147
560-2601	ROLLER TABLE	1	4	4	813	813
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Intensity						
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
Nucleus						
560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
570-0410	PLAYENSEMBLE TITAN CHIMES	1	2	2	121	121
570-0411	PLAYENSEMBLE SUPINE CHIMES HUE	1	2	2	93	93
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0150	POST ASSEMBLY 5" OD X 80"	2	0	0	44	88
670-0165	POST ASSEMBLY 5" OD X 123"	1	0	0	66	66
670-0166	POST ASSEMBLY 5" OD X 139"	2	0	0	74	148

Total User Capacity: 66
Total Weight: 4,287 lbs.

Information is relative to the Aug 30 2019 4:35AM database.

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**

Proposal # **132-120797-4**

August 30, 2019

2019 Pricing

Selected Color List

Color Group	Color
Phase 1	
Accessory	Sky
2 Color Extruded/Flat (outer)	Yellow
2 Color Extruded/Flat (inner)	Blue
Rotomolded	Yellow
Post	Navy
Phase 2	
Post	Navy
Accessory	Sky
2 Color Extruded/Flat (outer)	Yellow
2 Color Extruded/Flat (inner)	Blue
1 Color Extruded/Flat	Yellow
Phase 3	
Accessory	Sky
1 Color Extruded/Flat	Yellow
Contemporary Swing Fittings	Navy
Rotomolded	Yellow
Platform	Brown
Post	Navy

Proposal # **132-120797-4**

August 30, 2019
2019 Pricing

Volito Swing
Safety Standards & Guidelines - Reference Information

The Volito Swing was designed to allow multiple children to swing and engage together. For many years the only swings available for kids to use together were tire swings, which are fun and challenging but presented opportunities for improvement. Tire swings are able to rotate and pivot in all directions, often in an unpredictable manner and, because they aren't easy to propel while sitting on them, other children often have to push the swing to gain and maintain motion. The Volito Swing, along with many similar swings in this growing market trend, provides a multi-user swing that moves in a single axis to-fro motion.

The Volito Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.

- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Volito Swing is a single axis swing, it is clearly not a belt seat.

- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because of their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
    - The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Volito Swing has been tested and is compliant with ASTM impact requirements.
    - CPSC has written a letter stating that "the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings."
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment - and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

Nancy Emerson
Director
The Children's Center
Dallas , TX

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE®/ACTIVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble™ cables and mallets against defects in materials an d workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

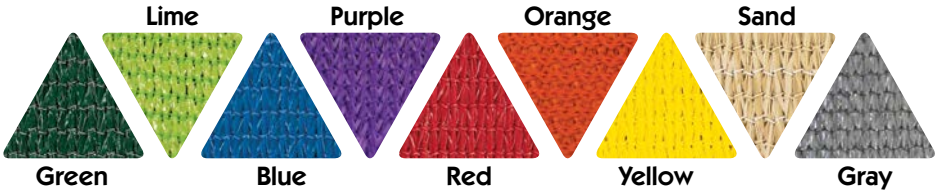
Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2019**

COLORS THAT MOVE YOU

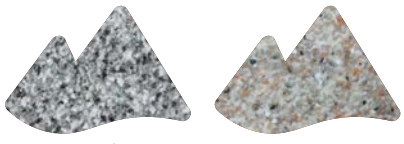
HDPE PLASTIC PANELS

SHADE CANOPIES



PLATFORMS

ROCKIT CLIMBERS



POWDER COAT PAINT

ROTOMOLD PLASTIC

VISIT BCIBURKE.COM/COLORSELECTION TO CUSTOMIZE YOUR PLAYGROUND COLORS!

Play South PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date: 9/20/2019
Quote #: WILLSPK0819-4
Rep: Peter Jezerinac
Direct: (470) 306-8653

QUOTATION

	Bill to:		**Ship to:**
Name	Wills Park Renovation		Same
Address	11925 Wills Road		
City, State Zip	Alpharetta, GA	30009	
Contact & Phone	Kurt Kirby	770.871.9195	
Email	kkirby@alpharetta.ga.us		County: Fulton

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
1	370-1620	Taktiks Climber to replace the overhead monkey bars	$ 3,740.00	$ 3,740.00
1	580-1295	2-sided Full Color Welcome Sign	540.00	$ 540.00
1	550-0186 550-0196	AirVenture Glider and Volito Double Bay Swings	11,924.00	$ 11,924.00
1	560-0576	Rev 8 Spinner	17,380.00	$ 17,380.00
1	560-2579	Volta Inclusive Spinner	5,860.00	$ 5,860.00
1	560-2601	Inclusive Roller Table	11,500.00	$ 11,500.00
1	560-0055	Play Ensemble Drums Trio	3,500.00	$ 3,500.00
1	570-0410	Play Ensemble Titan Chimes	5,200.00	$ 5,200.00
1	570-0411	Play Ensemble Supine Chimes	3,800.00	$ 3,800.00
600	BONDEDRUBBER	Square feet of bonded rubber surface	15,960.00	$ 15,960.00
20	APS4	Border Timbers	1,200.00	1,200.00
1	580-1311	Novo Custom Sign Double	$ 862.00	862.00

This quote is valid for 30 days. Please allow 6-8 weeks for project completion. Please return this signed quote along with the required 50% deposit to initiate the order. Colors must be filled in below. The balance is due in full within 15 days after delivery or installation. Underground utilities must be located and marked prior to our crew's arrival. Although every effort will be made to minimize any accidental damage during this construction project, PlaySouth is not liable for any repairs to landscaping. Customer is responsible for any and all safety surfacing to conform to proper playground safety standards.

Less PlaySouth Discount		**$ (5,000.00)**
	SubTotal	$ 76,466.00
	Freight	3,479.00
Sales Tax Rate	7.00%	
Installation Svcs.		$ 18,295.00
	GRAND TOTAL	**$ 98,240.00**

COLORS:

Posts _____
Metal Accessories _____
Roto-Plastic Slides _____
Roto-Plastic Panels _____
Sheet Plastic Panels _____
2-color Sheet Plastic _____
Coated Decks/Steps _____

Authorized signature & date:

A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed.
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.

_____

Thank you for considering PlaySouth Playground Creators!!

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: RFP 20-105 PUBLIC SAFETY VEHICLE UP-FITTING

II. RECOMMENDATION:

Please award RFP 20-105 to Dana Safety Supply and Prologic ITS for Public Safety vehicle up-fitting and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: FUNDING IS ALLOCATED WITHIN THE FLEET REPLACEMENT/ACQUISITION ACCOUNTS. WHERE POSSIBLE, UP-FITTING EQUIPMENT IS MOVED FROM THE OLD CAR TO THE NEW CAR.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
FLEET REPLACEMENT (30131150-542200-C1202)	$130,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
None	$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety annually up-fits new vehicles with emergency lights, sirens, radios, cages, etc. The City's current vehicle up-fitting contract will expire in October 2019. With this RFP, it is the City's intent to award a 5-year non-exclusive contract to the two vendor(s) that best met the requirements listed in the RFP.

The Department of Public Safety and Finance Department worked together to prepare a Request for Proposal (RFP 20-105) and advertised for proposals on August 1, 2019 with a Response due date of August 29, 2019. The City received qualified proposals from the following two firms; Prologic ITS and Dana Safety Supply – which submitted two proposals that we identified as "A" and "B". The differentiation was due to bidding two different manufacture's equipment.

The Evaluation Committee met September 11th to tabulate the overall scores. Each proposal was evaluated based on the following; Comparable Experience/Company Profile (47%), Project Team/Key Personnel (30%); Method of Providing Service (20%); and Alpharetta vendor preference (3%). The resulting scores for the proposals were as follows (ranking of "1" to "5" with "5" being the highest):

1. Dana Safety Supply "B" 4.27
2. Dana Safety Supply "A" 4.09
3. Prologic ITS 3.67

The Department of Public Safety desires to enter into a contract with both Dana Safety Supply and Prologic ITS to ensure competitive pricing and alternative service and supply sources. The Department has worked

with both vendors and is impressed with their service delivery and the quality of their products. Therefore, staff recommends award of RFP 20-105 to Dana Safety Supply and Prologic ITS.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Dana Safety Supply #20-105 Submission A, Dana Safety Supply RFP #20-105 submission B, ProLogicITS Complete Proposal (002), RFP 20-105 Evaluation Scoring Sheet (002), RFP 20-105 Upfitting Vehicle Maintenance for PS Vehicles

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

THE CITY OF ALPHARETTA GEORGIA

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

RFP TITLE:	**UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES**
RFP #:	**20-105**
RFP RESPONSE DUE DATE/TIME:	**AUGUST 29, 2019 AT 10:00 AM**
RFP ISSUE DATE:	**AUGUST 1, 2019**
NUMBER OF PAGES:	**58 PAGES**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052 FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Procurement Website: https://www.ebidexchange.com/alpharetta

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONLY ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

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 Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, 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 requirements 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.

FIRM/OFFEROR NAME:	Dana Safety Supply
FIRM/OFFEROR MAILING ADDRESS:	4729 Nelson Brogdan Blvd, Sugar Hill, GA 30518
FIRM/OFFEROR PHONE NUMBER(S):	O: 770-381-8633 C: 770-557-6191
FIRM/OFFEROR FAX NUMBER(S):	813-348-0450
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	jporter@danasafetysupply.com
AUTHORIZED OFFEROR SIGNATURE:	Mark
PRINTED NAME OF SIGNER:	Mark Sevigny, Bids Manager
OFFEROR FEDERAL I.D. NUMBER:	27-1557226
OFFEROR DUNS NUMBER:	622775232

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SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT	DATE
1. RFP Issue Date	August 1, 2019
2. Deadline for Receipt of Written Questions • Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.2.4	August 20, 2019 by 4:00 PM
3. Deadline for Posting of Written Answers • Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5	August 23, 2019 by 3:00 PM
4. RFP Response (Proposal) Due Date/Time • Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4	August 29, 2019 by 10:00 AM

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

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

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

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

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta is accepting bids for the upfitting of Public Safety vehicles with emergency equipment, including, but not limited all parts, supplies, installation, delivery, and labor for installation of specified upfitting equipment, as well as the maintenance of said equipment. Typical vehicles are sedans, SUVs, and light trucks, but upfitting for other vehicle types could be required during the term of this contract.

From proposals received, the City will review qualifications of all bidders during Phase I. A shortlist of the highest scoring bidders will be created to continue to Phase II. (See Section 5: Evaluation Criteria.) Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. It is the City's intent to recommend two (2) qualified bidders for award of non-exclusive, on-call contracts.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page –** Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements –** include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 (section not used)

2.4 Project Specific Requirements

1. The City will provide all vehicles to be equipped. Vehicles will be made available to the upfitter at the selling dealer or at Public Safety headquarters in Alpharetta.
2. At our option, the City reserves the right to conduct an interim inspection of the vehicles before they are released to the upfitter and/or during the completion of the upfitting. The time of such inspection will be at a mutually agreeable date, time, and location.
3. The majority of the upfitting will be on SUV's and light trucks. The vehicles in this bid are a sample of models included in the public safety fleet and are in no way intended to be a complete listing of the models of vehicles being serviced under this contract. (See Appendix C.)
4. Refer to Appendix C for lists of required equipment to be installed on vehicles.
5. Specific equipment substitutions are permitted for some components, as indicated in Appendix C. No other equipment shall be substituted without the City's prior written consent.
6. The selected vendor(s) will have an experienced, qualified technician(s) available to perform repair and maintenance of emergency equipment at departmental headquarters for a minimum two days every month, on a mutually agreeable schedule. In Section 4: Cost Proposal, bidders must indicate the all-in

cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.

7. The bidder should include a resume or summary of qualifications, work experience, education, certification, skills, etc., which emphasizes the technician's upfitting experience for each of the technicians who may be working on behalf of the bidder under this contract. Refer to Section 3.2.
8. The City has the option to conduct background checks on the technician and/or any others who would be involved in the upfitting of the city vehicles.
9. The City reserves the right to request a particular technician to work or to be excluded from working on city vehicles.
10. At the sole option of the department, at least one service day each month must include evening hours to accommodate night shift employees. In Section 4: Cost Proposal, bidders must indicate the all-in cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.
11. Periodically and at the city's discretion, some vehicles may be upfitted with less than the full equipment package.
12. The City intends, but is not required, to use the winning bidder(s) for upfitting non-standard vehicles such as unmarked cars and specialty vehicles.
13. All labor shall be warranted for a period of two (2) years by the selected bidder; the hardware is warranted by the manufacturer.
14. The bidder shall provide documentation to demonstrate that they are an authorized dealer in this area. Documentation shall include the manufacturer's approval of bidder to install the equipment/hardware to complete the work and to submit warranty claims if necessary.
15. After completion of the work, upfitted vehicles shall be delivered to the Public Safety headquarters at a mutually agreed time. Acceptance of the completed work shall be subject to the Public Safety Fleet Manager's or other authorized City designee's satisfaction and acceptance.
16. All work must be invoiced within thirty (30) calendar days of the completion of work of the upfitted vehicle and delivery date to the Public Safety headquarters. Refer to Section 4.2.

2.5 ePayables

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

2.6 Contract Term

The Contract is for a term of five [**5**] years commencing [***TBD***], and terminating [***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.

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.

2.7 Subcontractor Reporting

For all applicable projects totaling over $50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

2.8 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as 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) 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)

Exceptions to the above schedule are 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.

SECTION 3: OFFEROR QUALIFICATIONS

3.1 City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. The City may also elect to contingently accept one or more proposals so that in the case of the default of the Successful Offeror, the City will accept the Contingent Proposal.

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.

3.2 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:

3.2.1 Cover Letter and Company Profile: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP. Please list the applicable years of experience in the emergency vehicle upfitting business and explain the diversity of product lines and services you provide to end customers (directly related to vehicle emergency equipment).
3. 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.
4. ***Authorized Signer – Electronic Signature*** *for contract execution*: the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:
    - Authorized signer's name as it should be listed for signing,
    - Authorized signer's title
    - Authorized signer's email address

***3.2.2 Comparable Experience / References*:** Offeror shall provide a minimum of five (5) references, not including the City of Alpharetta, where the work was completed within the past two (2) years, from other police departments in the State of Georgia.

At a minimum, the Offeror shall provide:

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

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.

3.2.3 Resumes and Experience of Key Personnel:

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

3.2.4 Method of Providing Services: Offeror shall 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.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate 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 carries 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.

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

a. Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)

b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
- Offeror's Name,
- RFP #,
- RFP Title, and
- Due Date/Time.

c. 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.

d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.

e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).

f. **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 shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.

g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal 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.

h. **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 available upon request.

4.2 Daily All-In Cost of Service

The pricing below is the all-in cost, with the exception of the parts, per day of providing maintenance and repair of emergency equipment, assuming an eight-hour repair period and including any additional cost to cover all shop supplies, labor, and trip charge.

$ 575.00 per Installer

Based on the upfitting parts list provided in Appendix C and in the Schedule of Items, what is the estimated lead time to receive all necessary equipment for upfitting per vehicle type.

2020+ K9 TAHOE PACKAGE	4-6 weeks
2020+ FORD PI UTILITY PATROL PACKAGE	4-6 weeks
2020+ FORD PI UTILITY ADMIN PACKAGE	4-6 weeks
2020+ FORD F-150 PATROL PACKAGE	4-6 weeks
2020+ FORD F-150 ADMIN PACKAGE	4-6 weeks

4.3 Upfitting Schedule of Items by Vehicle Type

Offerors are to use this schedule of items for a total, all-in cost per one each of each vehicle type. Offeror shall note in proposal if there are available quantity discounts. This worksheet is also available in Excel format. Schedule of Items begins on the next page.

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SCHEDULE OF ITEMS
UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES
RFP 20-105

*See list in RFP 20-105 Appendix C for included Installer Notes

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ K9 TAHOE PACKAGE						
K9-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1	1529.00	1529.00
K9-2	Sound Off Signal	mPower Arrow System	#EMPAK	1	799.00	799.00
K9-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1	179.76	179.76
K9-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1	Package	1276.44
K9-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	Package Inclusive	0.00
K9-6	(2) included with package	bluePRINT Remote Node	#ENGND04101	1	150.36	150.36
K9-7		bluePRINT 480 Siren Module	#ENGSA07152	1	Package Inclusive	0.00
K9-8	(2) included with package	bluePRINT Remote Harness Kit	#ENGHNK02	1	28.56	28.56
K9-9		bluePRINT Central Harness Kit	#ENGHNK01	1	Package Inclusive	0.00
K9-10		bluePRINT Link	#ENGLNKxxx	1	211.56	211.56
K9-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2	Package Inclusive	0.00
K9-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
K9-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
K9-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	6.45	12.90
K9-15	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	6	82.00	492.00
K9-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	125.16	250.32
K9-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	10.75	21.50
K9-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	33.54	67.08
K9-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	65.00	260.00
K9-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	125.16	250.32
K9-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2	9.46	18.92
K9-22	Westin	Tahoe Pushbumper	#36-53805	1	385.00	385.00
K9-23	Westin	Tahoe Pit Bar	#36-5380PB	1	289.00	289.00
K9-24	Westin	Tahoe Upper Wings	#36-53805W	1	185.00	185.00

*Blueprint Package # ENGKTGD002

K9-25	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	29.00	29.00
K9-26	Havis	K9 Transport System - 1 Dog	K9-C23	1	1760.50	1760.50
K9-27	Havis	Window Guards for K9 Transport System	K9-A-104	1	272.00	272.00
K9-28	Havis	K9 Transport Fan Option	K9-A-301	1	269.00	269.00
K9-29	Radiotronics	ACE K9 Hot n Pop Pro	HP5020	1	1199.00	1199.00
K9-30	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K	1	85.00	85.00
K9-31	Radiotronics	ACE K9 WatchDog	AWD-7010	1	869.00	869.00
K9-32	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP	1	1758.75	1758.75
K9-33	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621	1	518.63	518.63
K9-34	Jotto Desk	Dual Cup Holder 4"	425-3704	1	39.00	39.00
K9-35	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1	Console Inclusive	0.00
K9-36	Jotto Desk	Blank Faceplate 3"	425-6053	1	Console Inclusive	0.00
K9-37	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	Console Inclusive	0.00
K9-38	Jotto Desk	Side Hinged Armrest	425-3843	1	108.19	108.19
K9-39	Jotto Desk	Console Computer Side Mount	425-2827	1	101.36	101.36
K9-40	Jotto Desk	Magnetic Mic	425-3816	2	27.00	54.00
K9-41	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	185.00	185.00
K9-42	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	129.00	129.00
K9-43	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	23.00	23.00
K9-44	Brother	PocketJet 7 Printer	PJ722	1	279.00	279.00
K9-45	Sho-Me	Triple Outlet Box	14.0553	1	17.00	17.00
K9-46	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	148.54	148.54
K9-47	Utility Camera	Install of Utility Rocket IoT-X System		1	175.00	175.00
K9-48	Motorola	Install of APX 4500 Radio with O2 Control Head		1	100.00	100.00
K9-49	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage			95.00	95.00
K9-50	Tint	All windows 10% for K9	Misc	1	245.00	245.00
K9-51		Labor and Delivery		1	1455.00	1455.00
					TOTAL, ALL-IN COST: 2020+ K9 TAHOE PACKAGE	16,637.69

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV PATROL PACKAGE						
PSUV-1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	1	1426.00	1426.00
PSUV-2	Sound Off Signal	mPower Arrow System	#EMPAK	1	799.00	799.00
PSUV-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1	179.76	179.76
PSUV-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1	Package	1276.44
PSUV-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	Package Inclusive	0.00
PSUV-6	(2) included w/package	bluePRINT Remote Node	#ENGND04101	1	150.36	150.36
PSUV-7		bluePRINT 480 Siren Module	#ENGSA07152	1	Package Inclusive	0.00
PSUV-8	(2) included w/package	bluePRINT Remote Harness Kit	#ENGHNK02	1	28.56	28.56
PSUV-9		bluePRINT Central Harness Kit	#ENGHNK01	1	Package Inclusive	0.00
PSUV-10		bluePRINT Link	#ENGLNKxxx	1	211.56	211.56
PSUV-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2	Package Inclusive	0.00
PSUV-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
PSUV-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
PSUV-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	6.45	12.90
PSUV-15	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2	53.00	106.00
PSUV-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	125.16	250.32
PSUV-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	10.75	21.50
PSUV-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	33.54	67.08
PSUV-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	65.00	260.00
PSUV-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	125.16	250.32
PSUV-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2	9.46	18.92
PSUV-22	Westin	PI Utility Pushbumper	~~#36-2055~~ 36-2125	1	258.00	258.00
PSUV-23	Westin	PI Utility Pit Bar	~~#36-2055PB~~ 36-2125PB	1	269.00	269.00
PSUV-24	Westin	PI Utility Upper Wings	~~#36-2055W~~ 36-2125W	1	112.00	112.00
PSUV-25	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4	1	29.00	29.00
PSUV-26	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC	1	29.00	29.00

*Blueprint Package # ENGKTGD002

PSUV-27	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	1	308.00	308.00
PSUV-28	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR	1	714.00	714.00
PSUV-29	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	1	858.00	858.00
PSUV-30	Setina	Floor Pan TPO Plastic	QK0491ITU12	1	159.00	159.00
PSUV-31	Setina	Vdrain for Floor Pan	PP9640	1	27.00	27.00
PSUV-32	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12	1	169.00	169.00
PSUV-33	Setina	Rear Cargo Storage System	TK0250ITU20 TPA-9289	1	1206.00	1206.00
PSUV-34	Jotto Desk	Ford PI Utility IPBCC Conture Console	~~425-6473~~ 425-6508	1	418.41	418.41
PSUV-35	Jotto Desk	Dual Cup Holder 4"	425-3704	1	39.00	39.00
PSUV-36	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1	CONSOLE INCLUSIVE	0.00
PSUV-37	Jotto Desk	Blank Faceplate 3"	425-6053	1	CONSOLE INCLUSIVE	0.00
PSUV-38	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	CONSOLE INCLUSIVE	0.00
PSUV-39	Jotto Desk	Side Hinged Armrest	~~425-2941~~ 425-2250	1	47.00	47.00
PSUV-40	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530	1	35.86	35.86
PSUV-41	Jotto Desk	Console Computer Side Mount	425-5542/4143	1	209.00	209.00
PSUV-42	Jotto Desk	Magnetic Mic	425-3816	2	27.00	54.00
PSUV-43	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	185.00	185.00
PSUV-44	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	129.00	129.00
PSUV-45	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	23.00	23.00
PSUV-46	Brother	PocketJet 7 Printer	PJ722	1	279.00	279.00
PSUV-47	Sho-Me	Triple Outlet Box	14.0553	1	17.00	17.00
PSUV-48	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	148.54	148.54
PSUV-49	Utility Camera	Install of Utility Rocket IoT-X System	Misc	1	175.00	175.00
PSUV-50	Motorola	Install of APX 4500 Radio with O2 Control Head		1	100.00	100.00
PSUV-51	Tint	Match front driver/passenger doors with rear doors	Misc	1	80.00	80.00
PSUV-52		Labor and Delivery		1	1375.00	1375.00
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE						12827.53

*Part numbers used for Westin, Setina, & Jotto need to be updated to be compatible with 2020 PI SUV's

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV ADMIN PACKAGE						
ASUV-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1	728.95	728.95
ASUV-2	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	1	563.00	563.00
ASUV-3	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	1	318.00	318.00
ASUV-4	Sound Off Signal	100N Series Speakers	#ETSS100N	2	119.00	238.00
ASUV-5	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
ASUV-6	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
ASUV-7	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	79.00	158.00
ASUV-8	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	6.45	12.90
ASUV-9	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	2	5.76	11.52
ASUV-10	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2	53.00	106.00
ASUV-11	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	125.16	250.32
ASUV-12	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	10.75	11.50
ASUV-13	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	33.54	67.04
ASUV-14	Setina	Rear Cargo Storage System	See Notes Below	1	1264.00	1264.00
ASUV-15	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	129.00	129.00
ASUV-16	Sho-Me	Triple Outlet Box	14.0553	1	17.00	17.00
ASUV-17	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	148.54	148.54
ASUV-18	Tint	Match front driver/passenger doors with rear doors	Misc	1	80.00	80.00
ASUV-19		Labor and Delivery		1	850.00	850.00
TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE						5279.71

*Setina Cargo Storage System Parts:
- TK0250ITU20
- TPA9289
- TF2234ITU20

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 PATROL PACKAGE						
PF150-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1	1529.00	1529.00
PF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1	Package	1336.65
PF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	Package Inclusive	0.00
PF150-4		bluePRINT Remote Node	#ENGND04101	2	Package Inclusive	0.00
PF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1	Package Inclusive	0.00
PF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2	Package Inclusive	0.00
PF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1	Package Inclusive	0.00
PF150-8		bluePRINT Link	#ENGLNKxxx	1	211.56	211.56
PF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2	Package Inclusive	0.00
PF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4	87.00	348.00
PF150-11	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	4	79.00	316.00
PF150-12	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	4	6.45	25.80
PF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	125.16	250.32
PF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	10.75	21.50
PF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1	33.54	33.54
PF150-16	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	65.00	260.00
PF150-17	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	125.16	250.32
PF150-18	Westin	F-150 Pushbumper	#36-52065	1	385.00	385.00
PF150-19	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	29.00	29.00
PF150-20	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC	1	27.00	27.00
PF150-21	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1	322.81	322.81
PF150-22	Jotto Desk	Magnetic Mic	425-3816	1	27.00	27.00
PF150-23	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1	238.00	238.00
PF150-24	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	185.00	185.00

*Blueprint Package # ENGKTGD002
- substitute control panel with handheld

PF150-25	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	129.00	129.00
PF150-26	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	23.00	23.00
PF150-27	Brother	PocketJet 7 Printer	PJ722	1	279.00	279.00
PF150-28	Sho-Me	Triple Outlet Box	14.0553	1	17.00	17.00
PF150-29	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	148.54	148.54
PF150-30	Utility Camera	Install of Utility Rocket IoT-X System		1	175.00	175.00
PF150-31	Motorola	Install of APX 4500 Radio with O2 Control Head		1	100.00	100.00
PF150-32	Tint	Match front driver/passenger doors with rear doors	Misc	1	80.00	80.00
PF150-33		Labor and Delivery		1	975.00	975.00
TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE						7723.04
LINE ITEM #	**BRAND**	**ITEM DESCRIPTION**	**PART #**	**QTY**	**UNIT PRICE**	**TOTAL**
2020+ FORD F-150 ADMIN PACKAGE						
AF150-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1	728.85	728.85
AF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1	Package	1336.65
AF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	Package Inclusive	0.00
AF150-4		bluePRINT Remote Node	#ENGND04101	2	Package Inclusive	0.00
AF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1	Package Inclusive	0.00
AF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2	Package Inclusive	0.00
AF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1	Package Inclusive	0.00
AF150-8		bluePRINT Link	#ENGLNKxxx	1	211.56	211.56
AF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2	Package Inclusive	0.00
AF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4	87.00	348.00
AF150-11	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	4	79.00	316.00
AF150-12	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	4	6.45	25.80
AF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	125.16	250.32
AF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	10.75	21.50
AF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1	33.54	33.54

*Blueprint Package # ENGKTGD002
- substitute control panel with handheld

4.4 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

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
Public Safety Department
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 that 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: Required Forms.

4.5 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 B: Optional and Information Forms. 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.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given 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.

SECTION 5: 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 response to 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.

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:

Comparable Experience / Company Profile	47%
Project Team / Key Personnel	30%
Method of Providing Services	20%
Alpharetta Vendor Preference	3%
Phase I Total	**100%**

Phase II

Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. If no interviews are required, Cost Evaluation shall be 100% of Phase II scoring.

Interview	60%
Cost Evaluation	40%
Phase II Total	**100%**

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

☑ **No known relationship exists**. *If this box checked, skip to signature and firm information at bottom of form.*

☐ **Relationship does exist**. *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [*City*] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* Dana Safety Supply, Inc

Authorized Signature:

Printed Name and Title of Person Signing: Mark Sevigny, Bids Manager

Date: 27-August-2019

Firm's Address: 4729 Nelson Brogdon Blvd, Sugar Hill, GA 30518

Contact's Email Address: jporter@danasafetysupply.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

THE CITY OF ALPHARETTA GEORGIA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;

2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;

4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* Dana Safety Supply, Inc

Authorized Signature: Mark

Printed Name and Title of Person Signing: Mark Sevigny, Bids Manager

Date: 27-August-2019

Firm's Address: 4729 Brogdon Blvd, Sugar Hill, GA 30518

Contact's Email Address: jporter@danasafetysupply.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dana Safety Supply, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4809 Koger Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Greensboro, NC 27407

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 1 5 5 7 2 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Mark [signature] **Date ▶** 7.11.2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1407798
Federal Work Authorization (E-Verify) User Identification Number

01-May-2019
Date of Authorization

Dana Safety Supply, Inc
Name of Contractor

Upfitting and Equipment Maintenance for Public Safety Vehicles
Name of Project

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

Executed on August, 27, 2019 in Tampa (city), FL (state).

Signature of Authorized Officer or Agent

Mark Sevigny, Bids Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF August, 2019.

NOTARY PUBLIC

My Commission Expires: 2/19/23

Notary Public State of Florida
Kevin Patrick Brennan
My Commission GG 269930
Expires 02/19/2023

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form

THE CITY OF ALPHARETTA GEORGIA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ 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 the business will be 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.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

N/A

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide previous address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Position Title:

Signature:

Date:

Phone #:

E-mail:

This Section is for City Use Only

Qualifications Verification: _____ Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA
NOTICE OF "NO BID"

THE CITY OF ALPHARETTA GEORGIA

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

SOLICITATION # _____ **CLOSING/DUE DATE** _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any othe uotation/proposal in tion in connecti ith this solicitati

N/A

do not manufactu pply the comm y
not manufactu pply to the sp cation
C handle due to ent work loa
Qua b too large
Quant too smal
Cannot delivery pletion rec ments
Agreemen dist rs/dealers not permit us
Licensing re ns

Oth sons/additional

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the ntractor with the in ation required b .C.G.A. § 13-1 . Additionally, the un d subcontractor w rward notice e receipt of vit from a sub- sub to the contrac within five bu ss days of r t. he undersigned sub eceives notice a sub-subcon or has receive affi from any other con ed subcontractor undersigne bcontractor n forwa within five (5) bus s da eceipt, a co the notice to contractor.

Su ractor attests ts federal w authorization identifica umber and dat uthoriza e as fo

N/A

_____
Fe Work Authoriz E fy) User ntification Nu

_____
Da Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical rmance of services tisfaction of suc ntract only wit subcontractors who t an affidavit to the ubcontractor wit e information re O.C.G.A. § 13-10-he undersigned ubcontractor sh submit, at the uch contract, this _____ ame of subco tor ub-subcontractor such sub-subc ctor has privit contract). Add lly, ndersigned sub-cont will forward ice of recei f any affidavit n a s bcontractor to _____ (name ubcontractor o b-subcon r with whom n sub-s tractor ha ity of contra

-subcontr hereby ts that its ral work auth on user iden ion number date of aut ion a follows:

_____

eral Work Autho Verify) U dentification er

_____

e of Authorization

N/A

_____

Name of Sub-subcontractor

_____

Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

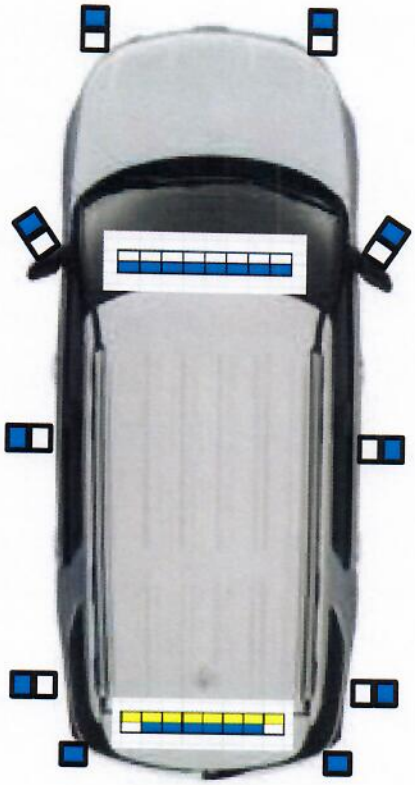
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____

NOTARY PUBLIC My Commission Expires

APPENDIX C: PS VEHICLE LIGHT PLACEMENT, EQUIPMENT LISTS PER VEHICLE TYPE, AND NOTES

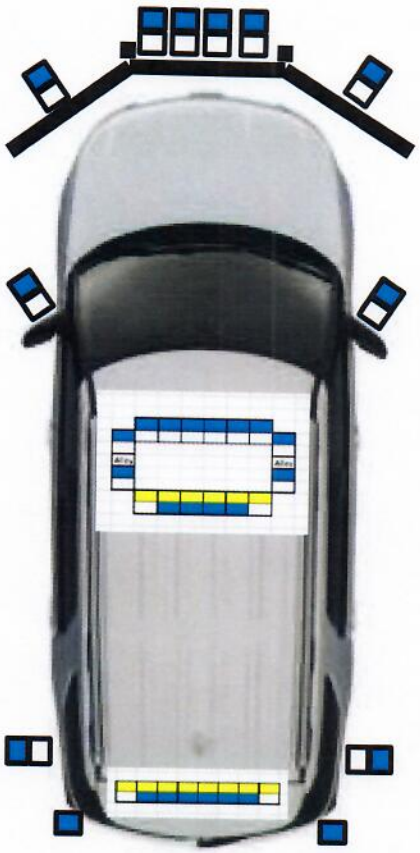
ADMIN SUV SKETCH OF LIGHT PLACEMENT



Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed.

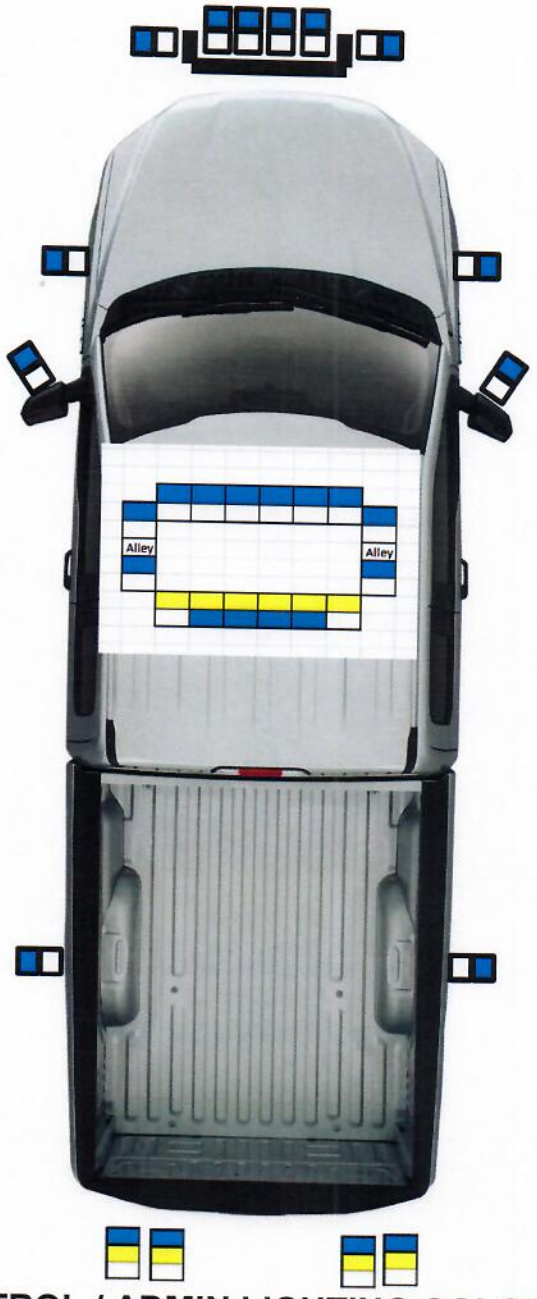
PATROL SUV / K9 SKETCH OF LIGHT PLACEMENT

(may vary slightly depending on make and model)



Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

F-150 PATROL / ADMIN SKETCH OF LIGHT PLACEMENT

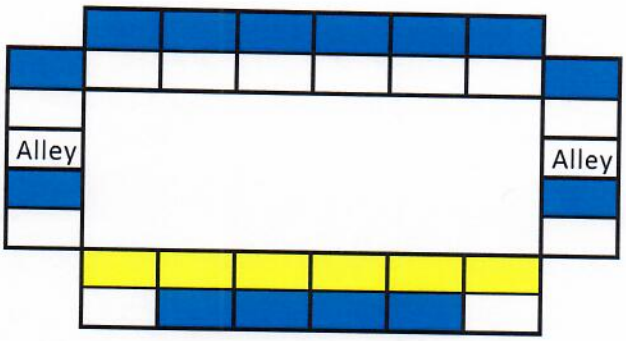


PATROL / ADMIN LIGHTING COLORS

Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

Interior Bar

Lightbar 48" / 54"



Rear Interior Bar / Spoiler

2020+ K9 TAHOE PACKAGE					
QTY	BRAND	ITEM	PART NUMBER	INSTALLER NOTES	Tie to bluePRINT?
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
6	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	Blue/White | Mounted on step rails (3 on each side) | Blue Flash | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	

2020+ K9 TAHOE PACKAGE (CONTINUED)					
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	Tahoe Pushbumper	#36-53805		
1	Westin	Tahoe Pit Bar	#36-5380PB		
1	Westin	Tahoe Upper Wings	#36-53805W		
1	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Havis	K9 Transport System - 1 Dog	K9-C23		
1	Havis	Window Guards for K9 Transport System	K9-A-104		
1	Havis	K9 Transport Fan Option	K9-A-301		
1	Radiotronics	ACE K9 Hot n Pop Pro	HP5020		
1	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K		
1	Radiotronics	ACE K9 WatchDog	AWD-7010		
1	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP		
1	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3843		
1	Jotto Desk	Console Computer Side Mount	425-2827		
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*

2020+ K9 TAHOE PACKAGE (CONTINUED)					
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage			
1	Tint	All windows 10% for K9	Misc		

2020+ FORD PI UTILITY - PATROL PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	PI Utility Pushbumper	#36-2055		
1	Westin	PI Utility Pit Bar	#36-2055PB		
1	Westin	PI Utility Upper Wings	#36-2055W		
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC		
1	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	Mount to Cage	
1	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR		
1	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	Full replacement Transport Seat TPO Plastic, center pull seatbelts, #12 Expanded Metal Cargo Partition	
1	Setina	Floor Pan TPO Plastic	QK0491ITU12		
1	Setina	Vdrain for Floor Pan	PP9640		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12		
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks	
1	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6473		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3841		
1	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530		
1	Jotto Desk	Console Computer Side Mount	425-5542/4143	Delete A-Mod Desktop and substitute GK Adapter Plate	
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD PI UTILITY - ADMIN PACKAGE				
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming
1	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash
				Level 1: Rear lights only (From rear B-Pillar to Rear)
				Level 2: Front Lights only (From front B-Pillar to Front)
				Level 3: Rear and Front Lights
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Grille
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted at B-Pillar Rear | Blue Flash | White Alley
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights
2	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	For B-Pillar Lights
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	
1	Sho-Me	Triple Outlet Box	14.0553	
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	
1	Tint	Match front driver/passenger doors with rear doors	Misc	

2020+ FORD F-150 PATROL PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted on Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	B/W | Mounted above wheel wells | Blue Flash | White Alley	*
4	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	For wheel well lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar sides	*
1	Westin	F-150 Pushbumper	#36-52065		

2020+ FORD F-150 PATROL PACKAGE (CONTINUED)					
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC		
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD F-150 ADMIN PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming	*
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount inside grille	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted below Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	B/A | Mounted in Rear Window | Blue/Amber Flash	*
4	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For RearWindows Lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	

2020+ FORD F-150 ADMIN PACKAGE (CONTINUED)					
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Tint	Match front driver/passenger doors with rear doors	Misc		

****** Notes******

SoundOff Signal and bluePRINT are the preferred vendors for emergency lighting and intelligent control systems.

Substitutions are accepted for the following Items:

- **Lightbar:** Code 3 Defender (dual color), Whelen Liberty DUO II, Federal Signal Integrity (use same color combination as above). Must have control of independent light heads for scene lights, cruise mode, rear works lights.
- **Siren Box:** Code 3, Whelen, Federal Signal. Must have 3 position slide switch, rotary siren knob, at least 8 auxiliary buttons, manual and horn siren buttons, and be remote head mountable.
- **Speakers:** Code 3, Whelen, Federal Signal, 100W in black.
- **Interior Bar / Traffic Controller:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control independent light heads. Interior bars must be vehicle specific and fit snuggly to windows to prevent flashback. Rear hatch lights must support arrow stick feature
- **Perimeter Lights:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control individual colors. Rear hatch lights must support arrow stick feature
- **Intelligent Control System:** Whelen Cantrol/Carbide, Code 3 Matrix, Federal Signal Pathfinder. If you are using a substituted intelligent control system, provide a complete listing of the system's features and functions so they may be evaluated against the customer's preferred option.

Installer Notes:

- All lights must be controlled through the intelligent control system. All forward lighting shall be grouped starting at the front cabin "B-Pillar" and moving towards the front bumper. All rear lighting shall be grouped starting at the rear cabin "B-Pillar" and moving towards the rear bumper.
- Power distribution must be controlled from the intelligent control system for load shedding, timed outputs, and triggers.
- Intelligent control system must include at least 10 matrixes to take vehicle OBD2/CAN Bus information and apply them to the emergency lighting system based on customer specifications.
- Majority of main wiring and electronic equipment shall terminate in the cargo storage electronics tray.

Other Notes:

- All Parts must be itemized.
- Labor for the build must be listed separately.
- Shop supplies, delivery, and any other fees must be detailed and listed separately.
- All upfit invoices shall include the last 6 characters of the VIN

APPENDIX D: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 Single Point of Contact

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Required Review

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at https://www.ebidexchange.com/alpharetta. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule 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.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response 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 vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must 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.

A.2.5 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- 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 are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit**: Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit**: Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta
  - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement 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 the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; 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 Vendor's bid/proposal is accepted, Vendor 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 response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

For Bids (ITB) with public openings, if an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) 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 or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement 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 Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at https://www.ebidexchange.com/alpharetta. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors 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. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 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. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form in Appendix B: Optional and Information Forms. 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 procurement.

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.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement 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 Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder 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 Bidder 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 Bidder 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 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.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder 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 Bid that Bidder 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. Bidders 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. Bidders 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.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ 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 an RFP or an RFQ, 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 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.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* 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 or SOQ;
2. The Proposal or SOQ 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 or SOQ 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.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either "responsive" or "nonresponsive".

1. Responses may be found nonresponsive any time during the evaluation process if
   - any of the required information is not provided;
   - the submitted price is found to be excessive or inadequate; or
   - the Bid, Proposal, or SOQ does not comply with the plans and specifications as described and required by the procurement.
   - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
   - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

***(2) Invitation to Bid (ITB)*:**

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

- price;
- conformity to specifications;
- financial ability to meet the contract;
- previous performance;
- facilities and equipment;
- availability of repair parts;
- experience;
- delivery promise;
- terms of payment;
- compatibility as required;
- other costs;
- and other objective and accountable factors, if any.

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- ***Electronic Signature***: 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.

(3) ***Request for Proposals (RFP)*:**

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 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 invite Offerors to a Presentation and Interview 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.

B.4.8 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.

B.4.9 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.

B.4.10 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.

- ***Electronic Signature***: 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.

(4) ***Request for Qualifications (RFQ)*:**

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to

an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ 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 the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- 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.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions 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.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response 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.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor 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 Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 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 with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 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, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

(5) 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.

(6) 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 in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 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.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

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. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 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 contracting City Department 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.

C.9 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.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB 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 $50,000.01 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) or Request for Qualifications (RFQ).

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 $50,000.01 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.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

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.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

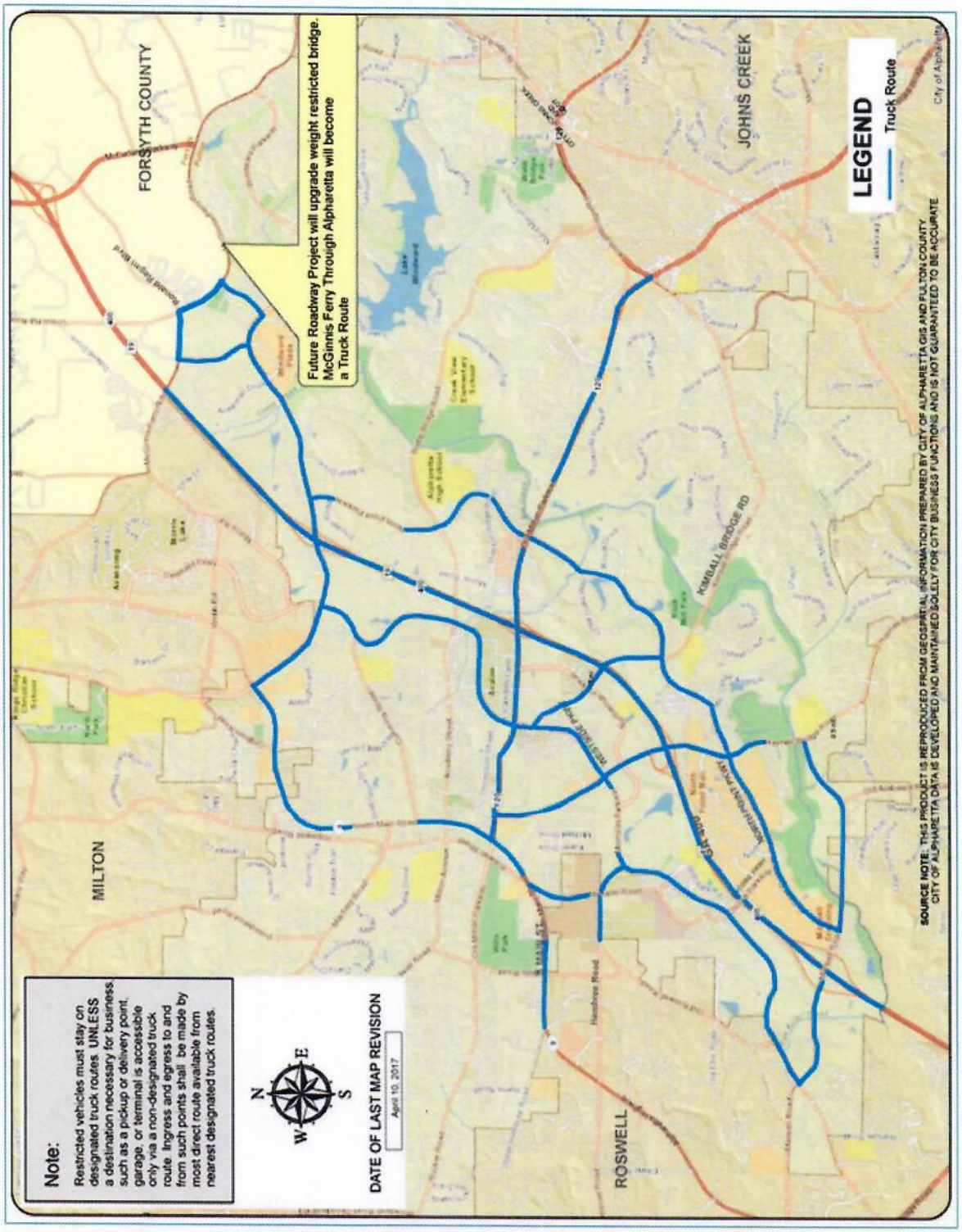
- ***Complaint:*** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

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.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

Online: http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes



DANA SAFETY SUPPLY
4809 Koger Blvd. | Greensboro, NC 27407

Executive Summary of DSS Operations and Capabilities:

Dana Safety Supply (DSS) and Fleet Safety Equipment, a DSS Company, are major warehousing distributors, sellers, service providers, and installers of law enforcement and public safety fleet vehicle equipment including emergency lighting, and related law enforcement products that are typically employed by public safety entities. In addition, DSS is a major distributor of law enforcement, tactical supplies, duty gear, firearms, ammunition, uniforms, and other public safety products. DSS operates 23 locations located in Greensboro, NC (2), Columbia, SC (2), Atlanta, GA, Marietta, GA, DeLand, FL, Jacksonville, FL, Orlando, FL, Tampa, FL, Ft. Myers, FL, Miami, FL, Pompano Beach, FL, Tallahassee, FL, Livingston, MT, Memphis, TN, Little Rock, AR, Baton Rouge, LA, Alabaster, AL, Lorton, VA (also covering the Metro Washington D.C. area), Houston, TX, La Feria, TX, and Ft. Worth, TX. Coming very soon, we'll have a location in Maryland. Lastly, we travel a full-time salesman in the State of Mississippi.

DSS was founded in 2005 by a group of law enforcement and fleet professionals and has grown to become one of the largest companies of its type in the United States. DSS is a subsidiary of Duval Motor Company and Scott McRae Group, (SMAG), a 103-year-old family company that has been in continuous operation, and under the same ownership since 1916. SMAG employs more than 700 people across multiple companies in the automotive, finance, and service industries. Each company operates independently, is its own legal entity, and is headed by its own President and management team, but has the financial resources and backing of SMAG at its disposal. Fleet Safety Equipment was founded in Memphis, TN in 1980 and is a wholly owned division of Dana Safety Supply.

DSS directly employs more than 250 people. This includes a full-time outside sales staff of more than 40 personnel who meet and service public safety customers on a daily basis. The inside sales support team of 11 support outside sales efforts and provide immediate customer support along with the administrative and support staff of more than 100. DSS also employs more than 100 emergency vehicle

technicians. Each DSS location is staffed with personnel who possess extensive experience in the sales, installation, and service of public safety products. Many of DSS personnel are former law enforcement or military personnel with expertise in administrative operations, budgeting and procurement, fleet management, patrol operations, special operations, and training.

DSS regularly provides emergency vehicle equipment, installation services, and public safety products to numerous states, federal, and local public safety agencies, as well as to automotive dealers who utilize our up-fitting services and products. DSS holds and has successfully completed hundreds of large volume contracts with major public safety agencies throughout its territory to include Federal and State Agencies in NC, SC, GA, FL, AL, TN, AR, MS, LA, AR, TX, VA, and MT. DSS is also an approved contractor for the GSA and has a GSA contract for numerous public safety products and also for installation and upfitting services.

GSA CONTRACT HOLDER

SCHEDULE 84- LAW ENFORCEMENT & SECURITY EQUIPMENT
SCHEDULE 23V- LABOR

426-1A: MISC PERSONAL EQUIPMENT
426-1B: BODY ARMOR
426-1C: HELMETS
633-38: WILDLAND FIRE COLTHING
633-50: INDUSTRIAL WORK SHIRTS & PANTS
633-51: CONCEALMET CLOTHING, CAMOUFLAGE CLOTHING & BDUS
426-3A: EMERGENCY SIGNALS
426-3B: IN VEHICLE PROTECTION & RESTRAINT
426-4G: FIREARMS STORAGE, SECURING & CLEANING EQUIPMENT; BULLET RECOVERY & GUNRACKS

CONTRACT # GS-07F-0512T

DSS builds an average of 6,000 public safety vehicles annually with a sales volume in equipment and installations of more than 100 million dollars. DSS has extensive experience in equipment specifications, performance, installations, service and troubleshooting, and is intimately familiar with emergency lighting, video systems, radar systems, GPS systems, radio equipment, cages, bumpers, and related bolt on and electronic equipment.

To further support its customers, DSS maintains an average inventory of approximately 20 million dollars in products, with more than 15 million dollars of that in emergency equipment and accessories. Many of these products and more can be found on our industry leading e-commerce website www.fleetsafety.com as well as www.danasafetysupply.com. On this site, customers can also find our selection of pre-built, ready for the road, patrol vehicles for sale. We have a large stock of pre-built Police package vehicles that can be delivered to a customers' location in as little as 4 weeks. You can find

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our current pre-built Police Vehicle inventory by visiting our website and clicking on "Vehicles for Sale" in the top menu.

The mission objective of DSS is to provide its customers with top tier products, backed by first rate customer service, while maintaining the competitive pricing structure that is necessary to compete successfully for government contracts. Major emphases of DSS' business model are brick and mortar sales, service, installation, and warehousing operations in every location. Each DSS location is staffed with local inside and outside sales personnel to support the service needs of local agencies. DSS recognizes the need to have local services available to its customers and as such all service components and support are available locally in each of its locations.

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DSS Currently operates the following facilities that include sales, service, retail, warehouse, and administrative support totaling nearly 300,000 square feet:

LOCATION	SQUARE FT.	LOCATION DETAILS
Greensboro, NC	26,500 square ft.	Hdqtrs,, Retail Store, Inside/ Outside sales, Warehouse, Installation Facility
Columbia, SC	10,500 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Atlanta, GA	12,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Marietta, GA	7,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
DeLand, FL	5,000 square ft.	Warehouse, Installation Facility
Jacksonville, FL	6,500 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Orlando, FL	25,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Tampa, FL	10,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Miami, FL	18,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Pompano Beach, FL	7,500 square ft.	Sales, Warehouse and Installation Facility
Tallahassee, FL	5,500 square ft.	Sales, Warehouse and Installation Facility
Ft. Myers, FL	5,500 square ft.	Sales and Installation Facility
Livingston, MT	6,500 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Memphis, TN	20,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Little Rock, AR	15,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Alabaster, AL	12,500 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Baton Rouge, LA	12,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
La Feria, TX	6,500 square ft.	Sales, Warehouse, Installation Facility

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Lorton, VA (also Metro D.C. area)	17,000 square ft.	Sales, Warehouse, Installation Facility
Houston, TX	60,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Ft. Worth, TX	18,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Maryland	Coming Soon!	
Southern California	Coming Soon!	

DSS Senior Management:

DSS wants to assure its customers that there is a no red tape policy at DSS. In the event that management intervention is needed, or unusual circumstances arise, our customers can contact DSS Senior Management directly as noted below. Cell phone numbers are provided to ensure that any customer can reach DSS Senior Management if the need arises. DSS has learned through hundreds of major contracts as well as in day to day business that the key to customer satisfaction is immediate resolution of any area of concern which may arise and is 100% committed to doing so.

The President and CEO of DSS is David Russo. He has the overall responsibility for the company management. David oversees, on a daily basis, all of the DSS sales, installation, and service functions. David has more than thirty years of experience in the sales, installation, and service of law enforcement equipment and products. He owned and operated a very successful and highly respected public safety company from 1986 until 2002. After selling it to a New York based investment company he remained with that company for an additional three years. David has successfully overseen the sales, management, and administration of hundreds of millions of dollars in law enforcement contracts.

In addition, David was a sworn law enforcement officer for 25 years, and served as a patrol deputy, patrol lieutenant, trainer, supervisor, and instructor during his law enforcement career. David has been recognized as an expert witness and has appeared and offered opinions in support of law enforcement.

The Chief Operating Officer of DSS is Wanda Hobbs. Wanda is based in Greensboro, NC and has thirty-five years of experience in the public safety industry. Wanda is responsible for the daily operations of DSS' finance, purchasing, administrative, and warehousing operations. Wanda also oversees the daily operations of the Greensboro location. Wanda co-owned and successfully operated a highly respected public safety distribution company with locations in NC, SC, GA and FL from 1987 until 2007 when it was sold to DSS.

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Wanda has a Bachelor's Degree in accounting from the University of North Carolina, and she has successfully administered large public safety contracts for more than thirty-five years in the State of North Carolina and the Southeastern U.S.

DSS/Fleet Senior Management:

The Director of Sales for the Fleet Safety Equipment Division is Darrin Hope. Darrin is based in Memphis, TN. Darrin has the overall responsibility of the Fleet Safety sales, installation, and service functions. Darrin has more than 16 years of experience in the sales, installation, and service of law enforcement equipment and products. Darrin will also be responsible for business development in the Fleet Safety territory which currently covers six states. Darrin has a Bachelor's Degree in Business Administration from Mississippi State University.

The Director of Operations and Marketing for the Fleet Safety Equipment Division is Patrick Hope. Patrick is based in Memphis, TN and has eleven years of experience in the public safety industry. Patrick is responsible for the daily operations of Fleet Safety's purchasing, warehousing, advertising and e-commerce operations (www.fleetsafety.com & www.danasafetysupply.com). Patrick also oversees the daily operations of the Memphis, TN location. Patrick has a Bachelor's Degree in Business Administration from the University of Memphis.

DSS as a company, and its senior management as individuals, are committed to the before and after sale service, inventory, and administrative support that is necessary to service the largest, as well as the smallest, law enforcement, transit, and public safety agencies and entities.

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Contract Points of Contact and Contract Supervision:

For Immediate Assistance with ANY contract, sales or service related issues please contact the General Manager of the DSS location involved.

DSS GENERAL MANAGERS:

Donnie Still	GM, Baton Rouge, LA	dstill@fleetsafety.com	225-400-8323
Jake Porter	GM, Atlanta & Marietta, GA	jporter@danasafetysupply.com	770-557-6191
Kyle Pippin	GM, Birmingham AL	kpippin@danasafetysupply.com	404-374-0872
David Nieto	GM La feria, TX (South TX)	dnieto@fleetsafety.com	956-246-3600
Chris Ward	GM, Little Rock AR	cward@fleetsafety.com	501-288-2006
Darrin Hope	GM, Memphis, TN	darrin@fleetsafety.com	901-359-5593
Geoff Degioanni	GM, Saginaw, TX (Ft. Worth)	geoffrey@fleetsafety.com	682-999-2599
Bill Barnhart	GM, Miami & Pompano, FL	wbarnhart@danasafetysupply.com	305-951-5064
James Panter	GM, Greensboro, NC	jpanter@danasafetysupply.com	336-854-5536
Mark Cowart	GM, Columbia, SC	mcowart@danasafetysupply.com	803-446-1863
Sidney Wells	GM JAX & Tall. FL	swells@danasafetysupply.com	904-635-1894
George Maris	GM, Orlando & DeLand, FL	gmaris@danasafetysupply.com	407-538-5076
Tim Millican	GM, Lorton, VA	tmillican@danasafetysupply.com	703-926-8488
Chuck Geocaris	GM Houston, TX	chuck@fleetsafety.com	713-202-4465
Thomas Sabo	GM, Tampa & Ft, Myers, FL	tsabo@danasafetysupply.com	813-361-8004
Patrick Hope	Director of Operations and Marketing of Fleet Safety	pat@fleetsafety.com	901-647-7766
Darrin Hope	GM, Memphis, TN & Director of Sales of Fleet Safety	darrin@fleetsafety.com	901-359-5593
Jimmy Coumalatsos	GM, Montana, Director of LPR Sales and Service/Technical Support	jcoumo@danasafetysupply.com	904-497-2702

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Wanda Hobbs, the COO of DSS or David Russo, CEO are available to intervene immediately to resolve any issues that may arise and that require management intervention above the General Manager level.

Wanda Hobbs
Cell Phone: 336-337-9134 Email: whobbs@danasafetysupply.com

David Russo
Cell Phone: 850-624-5450 Email: drusso@danasafetysupply.com

Jimmy Coumalatos, DSS Technical and Sales Manager will serve as the second back up for contract supervision in the unlikely event that neither Wanda Hobbs nor David Russo is available. Cell Phone: 904-497-2702 Email: jcoumo@danasafetysupply.com

For Fleet Safety Equipment Company, the contract supervisor is **Darrin Hope**.
Cell phone: 901-359-5593 Email: darrin@fleetsafety.com

The Backup for Fleet Safety Equipment Company contract supervision is **Patrick Hope**
Cell phone: 901-647-7766 Email: pat@fleetsafety.com

David Russo or Wanda Hobbs will serve as back up contacts in the unlikely event neither Darrin or Patrick are available.

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Full Time Inside Sales Support:

Name	E-Mail
Tom Caligan	tcaligan@danasafetysupply.com
Mark Sevigny	msevigny@danasafetysupply.com
Jeremy Gilley	jgilley@danasafetysupply.com
Mike Barnwell	mbarnwell@danasafetysupply.com
Ryan Simpson	simpson@fleetsafety.com
Jeremy Chambliss	jchambliss@fleetsafety.com
Ben Irvan	ben@fleetsafety.com
John Pell	jpell@fleetsafety.com
Patrick Hope	pat@fleetsafety.com
Karla Scott	karla@fleetsafety.com
Nate Nichols	nate@fleetsafety.com

Full Time Installation and Technical Service Manager Level Support is present at all DSS locations Contact the local DSS office or General Manager for immediate assistance

Here is a link to the DSS and Fleet Safety Locations and Phone Numbers:

http://www.danasafetysupply.com/more-info

http://www.fleetsafety.com/more-info

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DSS Installation Managers:

Location	Contact	Email	Phone Numbers
Greensboro	James Panter (GM)	jpanter@danasafetysupply.com	336-854-5536
Columbia	Peter Hayes	Phayes@danasafetysupply.com	803-798-3670
Marietta, GA	Tom Boulanger	tboulanger@danasafetysupply.com	770-480-0884
Atlanta, GA	Kevin Belford	kbelford@danasafetysupply.com	770-876-9952
Jacksonville/Tall	David Duren	dduren@danasafetysupply.com	904-388-7006
DeLand, FL	George Maris (GM)	gmaris@danasafetysupply.com	407-538-5076
Orlando, FL	Mike Lafaver	mlafaver@danasafetysupply.com	407-880-2769
Tampa/Ft Myers, FL	Will Mann	wmann@danasafetysupply.com	813-348-4866
Miami, FL	Edgar Ramirez	eramirez@danasafetysupply.com	305-639-6055
Pompano Beach, FL	Carmen Ferrando	cferrando@danasafetysupply.com	954-708-2071
Memphis, TN	Darrin Hope (GM)	darrin@fleetsafety.com	901-359-5593
Alabaster, AL	Kyle Pippin (GM)	kpippin@danasafetysupply.com	205-338-7001
Baton Rouge, LA	Donnie Still (GM)	dstill@danasafetysupply.com	225-400-8323
Houston, TX	Rick Macias	rmacias@danasafetysupply.com	832-887-4112
La Feria, TX	LeRoy Salinas	lsalinas@danasafetysupply.com	281-728-1400
N. Little Rock, AR	Chris Ward (GM)	cward@danasafetysupply.com	501-370-9500
Fort Worth, TX	Aaron Jochim	ajochim@danasafetysupply.com	682-888-2071
Livingston, MT	Charlton Pino	cpino@danasafetysupply.com	904-497-2702
Lorton, VA	Tim Millican	tmillican@danasafetysupply.com	703-926-8488

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Full Time Administrative and Support Team – All administrative staff can be reached at 336-854-3916

Please contact your DSS sales representative or local GM for assistance with any of your needs or requests. However, if none are available, or in an emergency or matter of urgent need, the support list below is provided for convenience

NAME	POSITION	EMAIL	PHONE NUMBER
Penny Robinson	AP/AR Manager	probinson@danasafetysupply.com	336-854-5536
Carmela Sigmon	Purchasing	csigmon@danasafetysupply.com	336-854-5536
Bruce Albertson	Inventory/Invoicing	balbertson@danasafetysupply.com	336-854-5536
Jennifer Lebo	Expedites/Open Orders	jlebo@danasafetysupply.com	336-854-5536
Joan Miller	Accounts Receivable	jmiller@danasafetysupply.com	336-854-5536
Robert Speaks	Purchasing Manager	rspeaks@danasafetysupply.com	336-854-5536
Amara Butler	Purchasing	abutler@danasafetysupply.com	336-854-5536
Michelle Hunt	Accounts Payable	mhunt@danasafetysupply.com	336-854-5536
Amanda Witt	Accounting Staff Support	awitt@danasafetysupply.com	336-854-3916
Tiffany Perry	Inventory/Invoicing	tperry@danasafetysupply.com	336-854-5536
Robin Vick	Controller	rvick@danasafetysupply.com	336-854-5536
Regina Kennedy	Accounts Payable	rkennedy@danasafetysupply.com	336-854-5536
Jennifer Hershey	Returns	jhershey@danasafetysupply.com	336-854-5536
Nadiya Bittencourt	Purchasing	nbittencourt@danasafetysupply.com	336-854-5536
Zachary Robinson	Purchasing	zrobinson@danasafetysupply.com	336-854-5536
Lashon Sims	Accounts Receivable	lsims@danasafetysupply.com	336-854-5536
Missy Perrin	Inventory Receiving	mperrin@danasafetysupply.com	336-854-5536
Maureen Wilson	AR Collections	mwilson@danasafetysupply.com	336-854-5536
Janet Mazbouh	AR Collections	jmazbouh@danasafetysupply.com	336-854-5536
Sarah Davis	Human Resources	sdavis@danasafetysupply.com	336-854-5536

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DSS Outside Sales:

Chris Martin	Outside Sales, NC	cmartin@danasafetysupply.com	336-500-1157
Dempsey Owens	Outside Sales, NC	dowens@danasafetysupply.com	336-541-2059
Paul Hartline	Outside Sales, SC	phartline@danasafetysupply.com	803-626-6402
Steve Shepherd	Outside Sales, SC, parts of NC	sshephherd@danasafetysupply.com	864-978-0009
Mike White	Outside Sales, GA	mwhite@danasafetysupply.com	770-362-8068
Kyle Pippin	Outside Sales, GA, AL, TN	kpippin@danasafetysupply.com	404-374-0872
Shane Gosa	Outside Sales, GA	sgosa@danasafetysupply.com	770-696-7435
Susan Clay	Office Manager, JAX	srobinson@danasafetysupply.com	904-388-7006
JJ Etheridge	Outside Sales North and Central FL	jetheridge@danasafetysupply.com	904-521-4484
Scott McDonald	Outside Sales, FL/AL	smcdonald@danasafetysupply.com	850-296-6690
Jeff Boebinger	Outside Sales, Orlando	jboebinger@danasafetysupply.com	407-401-0605
Aaron McIlrath	Outside Sales, Orlando	amcilrath@danasafetysupply.com	407-721-4558
Kevin Brennan	Office & Operations Mgr. Tampa/Ft. Myers	kbrennan@danasafetysupply.com	813-348-4866
Steve Kostas	Outside Sales, Tampa SW/FL	skostas@danasafetysupply.com	904-307-7064
Edwin Salgado	Outside Sales, Miami Dade	esalgado@danasafetysupply.com	305-951-4320
Jose Ferrando	Outside Sales, Broward/Palm Beach	jjferrando@danasafetysupply.com	954-257-6495
Chris Tate	Outside Sales, South, FL	ctate@danasafetysupply.com	305-900-7974
Mark Sevigny	DSS Bid Manager	msevigny@danasafetysupply.com	813-348-4866
Justin Lee	Outside Sales, AR	jlee@fleetsafety.com	501 831-4543
Cody Craig	Outside Sales, AR/OK/MO/KS	ccraig@fleetsafety.com	501-413-1158
David Lyle	Outside Sales, MS and North LA	david@fleetsafety.com	601-594-1875
Mike Cassagne	Outside Sales, LA and South MS	mcc@fleetsafety.com	225-235-2321

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Mac Judkins	Outside Sales, TN & AL	mjudkins@fleetsafety.com	901-484-8178
Ben Irvan	Office Manager, Memphis, TN	ben@fleetsafety.com	901-384-7778
Nate Nichols	Operations Manager Pell City, AL (Birmingham)	nate@fleetsafety.com	205-753-1162
Max Burleson	Outside Sales North AL	max@fleetsafety.com	256-614-2057
Shane Coats	Outside Sales, Northeast TX	scoats@fleetsafety.com	817-909-3639
Sylvia Grimes	Outside Sales, TX	sylvia@fleetsafety.com	832-877-8075
Art Nolley	Outside Sales, TX	anolley@fleetsafety.com	713-502-6870
Scott Beal	Outside Sales, TX	sbeal@fleetsafety.com	682-888-4235
Maria Rivera	Outside Sales, South TX	maria@fleetsafety.com	281-728-1400
Kirk Fried	Outside Sales, Rocky Mountains	kfried@danasafetysupply.com	406-770-0670
Joe Lyons	Outside Sales VA, MD, Washington D.C.	jlyons@danasafetysupply.com	978-833-3252

RFP 20-105

In regards to the City of Alpharetta, I believe myself and my team to be the most qualified up-fitters for Alpharetta PD. I have been directly involved with the vehicle installations and sale of equipment to the City of Alpharetta for the past 15 years. Dana Safety Supply is one of the very few BluePrint certified Installers in the State. Dana Safety Supply has over 100 installers Company wide, which allows DSS the ability to up-fit 5000+ cars per year. Every Installer that works on the City of Alpharetta PD's vehicles are EVT certified with a minimum of 2 year experience. Kevin Belford, DSS Install Manager, also has been involved with the up-fit of Alpharetta PD vehicles for the past 13 years. Kevin and I directly oversee every Alpharetta vehicle that has been equipped in our shop. It is and has always been my utmost importance to make sure the City of Alpharetta's every need is met when supplying them with vehicle Installs and equipment. It is also very important to DSS to make sure any maintenance needs that the City of Alpharetta needs is addressed immediately. That being said I typically keep in stock most of the equipment needed to up-fit the PD's vehicles. In conclusion, I hope some consideration goes into the service we have provided to the City over the years. If any questions or service is needed, I'm available at any time.

Jake Porter

Dana Safety Supply – GM

770-557-6191

Jacob C. Porter

183 Claude Bingham Rd.

Clarkesville, GA 30523

770-557-6191

jporter@danasafetysupply.com

General Manager – Dana Safety Supply

Work Experience:

General Manager for Dana Safety Supply in all GA locations 2016 – Present

- Manage and oversee a staff of 16 employees
- Responsible for all areas of production and sales of emergency vehicle equipment, duty gear, and guns
- Manage and build large volumes of police vehicles throughout the year: roughly 700 - 1000
- Since taking over the role of General Manager, DSS's GA locations have become one of the company's most successfully stores.

Install Manager/Salesman for Dana Safety Supply (Sugar Hill location) 2012 – 2016

- Assisted in building Dana Safety Supply's Install facility for police and fire vehicles throughout the state of Georgia
- Lead a team of 4 Installers in equipping roughly 700 – 1000 Police/Fire vehicles per year.

Install/Shop Manager for LaPrade Government Sales 2003 – 2012

- Managed and maintained most of the daily operations with Police/Fire vehicles throughout the State: Mainly Northeast GA area
- Installed and built roughly 400 – 600 cars per year

Education:

University of Georgia 2003

Skills:

- Vast knowledge in the Installation and Sale of emergency vehicle equipment of all manufacturors
- Soundoff Signal BluePrint certified programmer/installer
- Whelen Carbide certified programmer/installer
- Vast knowledge in 12v systems
- Emergency Vehicle Technician (EVT) certified
-

Summary:

I have been in the police vehicle up-fitting business for 17 years. I have gained vast knowledge in the Installation and sale of police vehicle equipment over the years. I have strived over the years to try to learn as much as I can to improve myself as well as to be able to inform customers on the pros and cons of all manufacturers' equipment. Soundoff Signal, Whelen, Federal Signal, Code 3, Havis, Progard, Setina, Go Rhino, Gamber Johnson, Westin, Brooking Industries, Feniex, and Jotto are some of the many manufacturers that I have been working with throughout my career. Over the years, I have acquired the ability to manage and Install large volumes of police vehicles all throughout the year. I pride myself on the ability to build a quality police vehicle in a timely manner and have very little returns.

Kevin R. Belford

1201 Charlie Davis Rd.

Cornelia, GA 30531

770-876-9952

kbelford@danasafetysupply.com

Install Manager – Dana Safety Supply

Work Experience:

Install Manager for Dana Safety Supply 2017 – Present

- Manage and oversee a staff of 4 Installers
- Responsible for all Install production in Sugar Hill location
- Responsible for training and evaluating installers throughout all the Dana Safety locations

Install Supervisor for Dana Safety Supply 2013 – 2017

- Assisted in building Dana Safety Supply's Install facility for police and fire vehicles throughout the state of Georgia
- Lead a team of 4 Installers in equipping roughly 700 – 1000 Police/Fire vehicles per year.

Installer for Georgia Fleet 2012 – 2013

- Installation and sale of police vehicle equipment

Installer for LaPrade Government sales 2005 – 2012

- Installation of police vehicle equipment

Skills:

- Vast knowledge in the Installation of emergency vehicle equipment of all manufacturers
- Soundoff Signal BluePrint certified programmer/installer
- Whelen Carbide certified programmer/installer
- Vast knowledge in 12v systems
- Emergency Vehicle Technician (EVT) certified

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Dana Safety Supply, INC in a meeting duly assembled that Mark Serigny, Bid Manager of the Corporation, be and he/she is hereby authorized, empowered, and directed for and on the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this corporation might enter into for the furnishing of services for the Corporation under such terms, conditions and stipulations, and for such consideration as he might deem to the best interest of the Corporation.

* * * * * * * * * * *

I, Wanda D Holt (Name)
Secretary of Dana Safety Supply, INC do hereby certify that the above and forgoing is a true and correct copy of a Resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the 19 day of December, 2018 at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is now in full force and effect.

WITNESS MY SIGNATURE, this 19 day of December, 2018, at 3:00pm,

Laurie Michelle Hunt

LAURIE MICHELLE HUNT
NOTARY PUBLIC
GUILFORD COUNTY, NORTH CAROLINA
MY COMMISSION EXPIRES 4/9/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2019

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

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

PRODUCER
Harden and Associates
501 Riverside Avenue, Suite 1000
Jacksonville FL 32202

CONTACT NAME: Todd Peters
PHONE (A/C, No, Ext): 904-354-3785 **FAX (A/C, No):** 904-634-1302
E-MAIL ADDRESS: tpeters@hardeninsight.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Ins Co	10335
INSURER B : Bridgefield Employers Ins Co	10701
INSURER C : Great American Insurance	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dana Safety Supply, Inc.
1725 Memorial Park Drive
Jacksonville FL 32204

SCOTMCR-01

COVERAGES **CERTIFICATE NUMBER:** 2073643052 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0196-42640	4/1/2019	4/1/2020	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		0830-56416	4/1/2019	4/1/2020	E.L. EACH ACCIDENT	$ 500,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			247861601	4/1/2019	4/1/2020	E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Alpharetta
Finance Dept
2970 Webb Bridge Rd
Alpharetta GA 30009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd J Peters

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2019

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 **FAX (A/C, No):** 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
327-968-4
DANA SAFETY SUPPLY, INC.
4729 NELSON BROGDON BLVD F
SUGAR HILL, GA 30518

COVERAGES **CERTIFICATE NUMBER: 70** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	6080293	04/01/2019	04/01/2020	EACH OCCURRENCE	$500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$500,000
							GENERAL AGGREGATE	$1,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION	N	N	6080299	04/01/2019	04/01/2020	EACH OCCURRENCE	$15,000,000
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	GARAGE LIABILITY	Y	N	6080293	04/01/2019	04/01/2020	AUTO ONLY-EA ACCIDENT	$500,000
							OTHER THAN AUTO ONLY - EACH ACCIDENT	$500,000
							- AGGREGATE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER
327-968-4 70 0
CITY OF ALPHARETTA
2970 WEBB BRIDGE RD
ALPHARETTA, GA 30009-3795

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G Kerr

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Dana Safety Supply References:

Barrow County Sheriff's Office:

- Georgia Installation Facility
- Contact: Chris Silcox
- Phone: 770-561-0588
- Email: csilcox@barrowsheriff.com
- Vehicle equipment with installation on Patrol Vehicles in May 2019
- $ 55,617.87

Covington Police Department:

- Georgia Installation Facility
- Contact: Chris Smith
- Phone: 770-880-1833
- Email: Chris.Smith@covingtonpolice.com
- Vehicle equipment installation on Patrol Vehicles in July 2019
- $ 75,286.40

Rabun County Sheriff's Office

- Georgia Installation Facility
- Contact: Richard Hunter
- Phone: 706-982-9006
- Email: Richard.hunter@rabuncounty.ga.gov
- Vehicle equipment installation on Patrol Vehicles in June 2019
- $ 50,055.26

Akins Ford/Dodge

- Georgia Installation Facility
- Contact: Roz Icenhour
- Phone: 770-868-5271
- Email: ricenhour@akinsonline.com
- Vehicle equipment installation on Patrol Vehicles currently in process
- $ 201,372.96

Wade Ford

- Georgia Installation Facility
- Contact: Jessica Davis
- Phone: 770-436-1200
- Email: jdavis@wade.com
- Vehicle equipment installation on 272 Patrol Vehicles currently in process
- $1, 289,837.38

Roswell Police Department

- Georgia Installation Facility
- Contact: Ken McRae
- Phone: 404-787-3228
- Email: kmcrae@roswellgov.com
- Vehicle equipment installation on Patrol Vehicles in June 2019
- $ 69,525.96

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

THE CITY OF ALPHARETTA GEORGIA

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

RFP TITLE:	**UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES**
RFP #:	**20-105**
RFP RESPONSE DUE DATE/TIME:	**AUGUST 29, 2019 AT 10:00 AM**
RFP ISSUE DATE:	**AUGUST 1, 2019**
NUMBER OF PAGES:	**58 PAGES**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052 FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Procurement Website: https://www.ebidexchange.com/alpharetta

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONLY ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

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 Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, 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 requirements 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.

FIRM/OFFEROR NAME:	Dana Safety Supply
FIRM/OFFEROR MAILING ADDRESS:	4729 Nelson Brogdon Blvd. Sugar Hill, GA 30518
FIRM/OFFEROR PHONE NUMBER(S):	770-381-8633
FIRM/OFFEROR FAX NUMBER(S):	770-381-8360
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	jporter@danasafetysupply.com
AUTHORIZED OFFEROR SIGNATURE:	Mark
PRINTED NAME OF SIGNER:	Mark Sevigny
OFFEROR FEDERAL I.D. NUMBER:	27-1557226
OFFEROR DUNS NUMBER:	622775232

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SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT	DATE
1. RFP Issue Date	August 1, 2019
2. Deadline for Receipt of Written Questions • Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.2.4	August 20, 2019 by 4:00 PM
3. Deadline for Posting of Written Answers • Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5	August 23, 2019 by 3:00 PM
4. RFP Response (Proposal) Due Date/Time • Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4	August 29, 2019 by 10:00 AM

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

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

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

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

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta is accepting bids for the upfitting of Public Safety vehicles with emergency equipment, including, but not limited all parts, supplies, installation, delivery, and labor for installation of specified upfitting equipment, as well as the maintenance of said equipment. Typical vehicles are sedans, SUVs, and light trucks, but upfitting for other vehicle types could be required during the term of this contract.

From proposals received, the City will review qualifications of all bidders during Phase I. A shortlist of the highest scoring bidders will be created to continue to Phase II. (See Section 5: Evaluation Criteria.) Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. It is the City's intent to recommend two (2) qualified bidders for award of non-exclusive, on-call contracts.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 (section not used)

2.4 Project Specific Requirements

1. The City will provide all vehicles to be equipped. Vehicles will be made available to the upfitter at the selling dealer or at Public Safety headquarters in Alpharetta.
2. At our option, the City reserves the right to conduct an interim inspection of the vehicles before they are released to the upfitter and/or during the completion of the upfitting. The time of such inspection will be at a mutually agreeable date, time, and location.
3. The majority of the upfitting will be on SUV's and light trucks. The vehicles in this bid are a sample of models included in the public safety fleet and are in no way intended to be a complete listing of the models of vehicles being serviced under this contract. (See Appendix C.)
4. Refer to Appendix C for lists of required equipment to be installed on vehicles.
5. Specific equipment substitutions are permitted for some components, as indicated in Appendix C. No other equipment shall be substituted without the City's prior written consent.
6. The selected vendor(s) will have an experienced, qualified technician(s) available to perform repair and maintenance of emergency equipment at departmental headquarters for a minimum two days every month, on a mutually agreeable schedule. In Section 4: Cost Proposal, bidders must indicate the all-in

cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.

7. The bidder should include a resume or summary of qualifications, work experience, education, certification, skills, etc., which emphasizes the technician's upfitting experience for each of the technicians who may be working on behalf of the bidder under this contract. Refer to Section 3.2.
8. The City has the option to conduct background checks on the technician and/or any others who would be involved in the upfitting of the city vehicles.
9. The City reserves the right to request a particular technician to work or to be excluded from working on city vehicles.
10. At the sole option of the department, at least one service day each month must include evening hours to accommodate night shift employees. In Section 4: Cost Proposal, bidders must indicate the all-in cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.
11. Periodically and at the city's discretion, some vehicles may be upfitted with less than the full equipment package.
12. The City intends, but is not required, to use the winning bidder(s) for upfitting non-standard vehicles such as unmarked cars and specialty vehicles.
13. All labor shall be warranted for a period of two (2) years by the selected bidder; the hardware is warranted by the manufacturer.
14. The bidder shall provide documentation to demonstrate that they are an authorized dealer in this area. Documentation shall include the manufacturer's approval of bidder to install the equipment/hardware to complete the work and to submit warranty claims if necessary.
15. After completion of the work, upfitted vehicles shall be delivered to the Public Safety headquarters at a mutually agreed time. Acceptance of the completed work shall be subject to the Public Safety Fleet Manager's or other authorized City designee's satisfaction and acceptance.
16. All work must be invoiced within thirty (30) calendar days of the completion of work of the upfitted vehicle and delivery date to the Public Safety headquarters. Refer to Section 4.2.

2.5 ePayables

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

2.6 Contract Term

The Contract is for a term of five **[5]** years commencing **[*TBD*]**, and terminating **[*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.

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.

2.7 Subcontractor Reporting

For all applicable projects totaling over $50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

2.8 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as 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) 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)

Exceptions to the above schedule are 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.

SECTION 3: OFFEROR QUALIFICATIONS

3.1 City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. The City may also elect to contingently accept one or more proposals so that in the case of the default of the Successful Offeror, the City will accept the Contingent Proposal.

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.

3.2 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:

3.2.1 Cover Letter and Company Profile: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP. Please list the applicable years of experience in the emergency vehicle upfitting business and explain the diversity of product lines and services you provide to end customers (directly related to vehicle emergency equipment).
3. 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.
4. ***Authorized Signer – Electronic Signature*** *for contract execution*: the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:
    - Authorized signer's name as it should be listed for signing,
    - Authorized signer's title
    - Authorized signer's email address

***3.2.2 Comparable Experience / References*:** Offeror shall provide a minimum of five (5) references, not including the City of Alpharetta, where the work was completed within the past two (2) years, from other police departments in the State of Georgia.

At a minimum, the Offeror shall provide:

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

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.

3.2.3 Resumes and Experience of Key Personnel:

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

3.2.4 Method of Providing Services: Offeror shall 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.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate 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 carries 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.

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

a. Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)

b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
- Offeror's Name,
- RFP #,
- RFP Title, and
- Due Date/Time.

c. 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.

d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.

e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).

f. **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 shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.

g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal 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.

h. **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 available upon request.

4.2 Daily All-In Cost of Service

The pricing below is the all-in cost, with the exception of the parts, per day of providing maintenance and repair of emergency equipment, assuming an eight-hour repair period and including any additional cost to cover all shop supplies, labor, and trip charge.

$ 575.00 per installer

Based on the upfitting parts list provided in Appendix C and in the Schedule of Items, what is the estimated lead time to receive all necessary equipment for upfitting per vehicle type.

2020+ K9 TAHOE PACKAGE	4-6 weeks
2020+ FORD PI UTILITY PATROL PACKAGE	4-6 weeks
2020+ FORD PI UTILITY ADMIN PACKAGE	4-6 weeks
2020+ FORD F-150 PATROL PACKAGE	4-6 weeks
2020+ FORD F-150 ADMIN PACKAGE	4-6 weeks

4.3 Upfitting Schedule of Items by Vehicle Type

Offerors are to use this schedule of items for a total, all-in cost per one each of each vehicle type. Offeror shall note in proposal if there are available quantity discounts. This worksheet is also available in Excel format. Schedule of Items begins on the next page.

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*Optional Whelen Comparable spec bid submission

SCHEDULE OF ITEMS

UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES

RFP 20-105

*See list in RFP 20-105 Appendix C for included Installer Notes

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ K9 TAHOE PACKAGE						
K9-1	Sound Off Signal	~~nForce Lightbar 54"~~ Whelen 54" Legacy Lightbar with	#ENFLB Carbide Package	1	$1998.00	$1998.00
K9-2	Sound Off Signal	~~mPower Arrow System~~ Whelen Outer Edge	~~#EMPAK~~ OFWD45	1	$854.00	$854.00
K9-3	Sound Off Signal	~~mPower Arrow Harness Kit~~ Whelen Carbide package	~~#EMPAKKIT02~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-4	Sound Off Signal	~~bluePRINT Knob Control Panel~~ Whelen Carbide package	~~#ENGCP18002~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-5	Sound Off Signal	~~bluePRINT Central Controller~~ Whelen Carbide package	~~#ENGCC01241~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-6		~~bluePRINT Remote Node~~ Whelen external amplifier	~~#ENGND04101~~ CANEM16	1 ~~3~~	$134.00	$134.00
K9-7		~~bluePRINT 480 Siren Module~~ Whelen Carbide package	~~#ENGSA07152~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-8		~~bluePRINT Remote Harness Kit~~ Whelen Carbide package	~~#ENGHNK02~~ Carbide	3	Included with the Whelen lightbar and Carbide package	
K9-9		~~bluePRINT Central Harness Kit~~ Whelen Carbide package	~~#ENGHNK01~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-10		~~bluePRINT Link~~ Carbide	~~#ENGLNKxxx~~ Carbide	1	Included with the Whelen lightbar and Carbide package	
K9-11	Sound Off Signal	~~100N Series Speakers~~ Whelen speaker	~~#ETSS100N~~ SA315P	2	Included with Whelen Lightbar and Carbide package	
K9-12	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen ION T	~~#EMPS2STS4E~~ TLI2E	2	$79.00	$79.00
K9-13	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen ION Duo	~~#EMPS~~2STS4E I2E	2	$79.00	$79.00
K9-14	Sound Off Signal	mPower Single Window Shrould Black Whelen shroud	~~#PMP2WSSSB~~ IONPEDB	2	$42.00	$84.00
K9-15	Sound Off Signal	~~nForce 12 LED Lights~~ Whelen surface mount duo	~~#ENFSSS3E~~ 12SME	6	$79.00	$474.00
K9-16	Sound Off Signal	~~Intersector Under Mirror Lights~~ Whelen V-series 180 + puddle light	~~#ENT2B3E~~ LINSV2B	2	$116.16	$232.32
K9-17	Sound Off Signal	~~Intersector Under~~ Mirror Adapters Whelen mirror kit 2 brackets per kit	~~#PMP2BKUMB1~~ LSVBKT45	1 ~~2~~	$15.34	$15.34
K9-18	Sound Off Signal	~~LED Utility Strip~~ Light Whelen Super LED compatment light	~~#ECVCSMLEDF~~ 3SC0CDCR	2	$42.00	$84.00
K9-19	Sound Off Signal	~~nForce 12 LED Lights~~ Whelen DUO linear Ion blue/white	~~#ENFRMS3E~~ I2E	4	$79.00	$79.00
K9-20	Sound Off Signal	~~Intersector Surface Mount~~ Whelen I2SME	~~#ENT3B3E~~ I2SME	2	$89.00	$178.00
K9-21	Sound Off Signal	~~Intersector Surface Mount~~ Bracket Whelen bracket	~~#PNT3DGBB~~ RBKT1	2	$7.00	$7.00
K9-22	Westin	Tahoe Pushbumper	#36-53805	1	$385.00	$385.00
K9-23	Westin	Tahoe Pit Bar	#36-5380PB	1	$289.00	$289.00
K9-24	Westin	Tahoe Upper Wings	#36-53805W	1	$185.00	$185.00

K9-25	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	$29.00	$29.00
K9-26	Havis	K9 Transport System - 1 Dog	K9-C23	1	$1760.50	$1760.50
K9-27	Havis	Window Guards for K9 Transport System	K9-A-104	1	$272.00	$272.00
K9-28	Havis	K9 Transport Fan Option	K9-A-301	1	$269.00	$269.00
K9-29	Radiotronics	ACE K9 Hot n Pop Pro	HP5020	1	$1199.00	$1199.00
K9-30	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K	1	$85.00	$85.00
K9-31	Radiotronics	ACE K9 WatchDog	AWD-7010	1	$869.00	$869.00
K9-32	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP	1	$1758.75	$1758.75
K9-33	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621	1	$518.63	$518.63
K9-34	Jotto Desk	Dual Cup Holder 4"	425-3704	1	$39.00	$39.00
K9-35	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1	Included	with console
K9-36	Jotto Desk	Blank Faceplate 3"	425-6053	1	Included	with console
K9-37	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	Included	with console
K9-38	Jotto Desk	Side Hinged Armrest	425-3843	1	$108.19	$108.19
K9-39	Jotto Desk	Console Computer Side Mount	425-2827	1	$101.36	$101.36
K9-40	Jotto Desk	Magnetic Mic	425-3816	2	$27.00	$54.00
K9-41	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	$185.00	$185.00
K9-42	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	$129.00	$129.00
K9-43	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	$23.00	$23.00
K9-44	Brother	PocketJet 7 Printer	PJ722	1	$279.00	$279.00
K9-45	Sho-Me	Triple Outlet Box	14.0553	1	$17.00	$17.00
K9-46	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	$148.54	$148.54
K9-47	Utility Camera	Install of Utility Rocket IoT-X System		1	$175.00	$175.00
K9-48	Motorola	Install of APX 4500 Radio with O2 Control Head		1	$100.00	$100.00
K9-49	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage			$95.00	$95.00
K9-50	Tint	All windows 10% for K9	Misc	1	$245.00	$245.00
K9-51		Labor and Delivery		1	$1455.00	$1455.00
					TOTAL, ALL-IN COST: 2020+ K9 TAHOE PACKAGE	$15,473.63

*Optional Whelen Comparable spec bid submission

*Optional Whelen Comparable spec bid submission

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV PATROL PACKAGE						
PSUV-1	Sound Off Signal	~~nForce Lightbar 48"~~ Whelen 54" Legacy lightbar with	#ENFLB Carbide Package	1	$1998.00	$1998.00
PSUV-2	Sound Off Signal	~~mPower Arrow System~~ Whelen Outer Edge	~~#EMPAK~~	1	$854.00	$854.00
PSUV-3	Sound Off Signal	~~mPower Arrow Harness Kit~~ Whelen Carbide package	~~#EMPAKKIT02~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-4	Sound Off Signal	~~bluePRINT Knob Control Panel~~ Whelen Carbide package	~~#ENGCP18002~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-5	Sound Off Signal	~~bluePRINT Central Controller~~ Whelen Carbide package	~~#ENGCC01241~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-6		~~bluePRINT Remote Node~~ Whelen external amplifier	~~#ENGND04101~~ CANEM16	~~1~~ 3	$134.00	$134.00
PSUV-7		~~bluePRINT 480 Siren Module~~ Whelen Carbide package	~~#ENGSA07152~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-8		~~bluePRINT Remote Harness Kit~~ Whelen Carbide package	~~#ENGHNK02~~	3	Included with the Whelen lightbar and Carbide package	
PSUV-9		~~bluePRINT Central Harness Kit~~ Whelen Carbide package	~~#ENGHNK01~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-10		~~bluePRINT Link~~ Whelen Carbide package	~~#ENGLNKxxx~~	1	Included with the Whelen lightbar and Carbide package	
PSUV-11	Sound Off Signal	~~100N Series Speakers~~ Whelen	~~#ETSS100N~~ SA315P	2	Included with the Whelen lightbar and Carbide package	
PSUV-12	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen ION T	~~#EMPS2STS4E~~ TLI2E	2	$79.00	$79.00
PSUV-13	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen ION duo	~~#EMPS2STS4E~~ I2E	2	$79.00	$79.00
PSUV-14	Sound Off Signal	~~mPower Single Window Shrould Black~~ Whelen Shroud	~~#PMP2WSSSB~~ IONPEDB	2	$42.00	$84.00
PSUV-15	Sound Off Signal	~~Universal Undercover LED~~ Whelen Vertex	~~#ELUG3I I010B~~ VTX609	2	$54.00	$108.00
PSUV-16	Sound Off Signal	~~Intersector Under Mirror Lights~~ Whelen V 180 & puddle light	~~#ENT2B3E~~ LINSV2B	2	$116.16	$232.32
PSUV-17	Sound Off Signal	~~Intersector Under Mirror Adapters~~ Whelen mirror kit 2 brackets per kit	~~#PMP2BKUMB1~~ LINSV2B	1 ~~2~~	$15.34	$15.34
PSUV-18	Sound Off Signal	~~LED Utility Strip Light~~ Whelen compartment light	~~#ECVCSMLEDF~~ 3SC0CDCR	2	$42.00	$84.00
PSUV-19	Sound Off Signal	~~nForce 12 LED Lights~~ Whelen DUO linear Ion blue/white	~~#ENFRMS3E~~ I2E	4	$79.00	$316.00
PSUV-20	Sound Off Signal	~~Intersector Surface Mount~~ Whelen surface mount duo	~~#ENT3B3E~~ I2SMF	2	$89.00	$178.00
PSUV-21	Sound Off Signal	Intersector Surface Mount Bracket Whelen	~~#PNT3DGBB~~ RBKT1	2	$7.00	$14.00
PSUV-22	Westin	PI Utility Pushbumper	~~#36-2055~~ 36-2125	1	$258.00	$258.00
PSUV-23	Westin	PI Utility Pit Bar	~~#36-2055PB~~ 36-2125PB	1	$269.00	$269.00
PSUV-24	Westin	PI Utility Upper Wings	~~#36-2055W~~ 36-2125W	1	$112.00	$112.00
PSUV-25	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4	1	$29.00	$29.00
PSUV-26	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC	1	$29.00	$29.00

PSUV-27	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	1	$308.00	$308.00
PSUV-28	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR	1	$714.00	$714.00
PSUV-29	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	1	$858.00	$858.00
PSUV-30	Setina	Floor Pan TPO Plastic	QK0491ITU12	1	$159.00	$159.00
PSUV-31	Setina	Vdrain for Floor Pan	PP9640	1	$27.00	$27.00
PSUV-32	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12	1	$169.00	$169.00
PSUV-33	Setina	Rear Cargo Storage System	TK0250ITU20 TPA 9289	1	$1206.00	$1206.00
PSUV-34	Jotto Desk	Ford PI Utility IPBCC Conture Console	~~425-6473~~ 425-6508	1	$418.41	$418.41
PSUV-35	Jotto Desk	Dual Cup Holder 4"	425-3704	1	$39.00	$39.00
PSUV-36	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1	Included with console	
PSUV-37	Jotto Desk	Blank Faceplate 3"	425-6053	1	Included with console	
PSUV-38	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	Included with console	
PSUV-39	Jotto Desk	Side Hinged Armrest	~~425-3841~~ 425-2250	1	$47.00	$47.00
PSUV-40	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530	1	$35.86	$35.86
PSUV-41	Jotto Desk	Console Computer Side Mount	425-5542/4143	1	$209.00	$209.00
PSUV-42	Jotto Desk	Magnetic Mic	425-3816	2	$27.00	$54.00
PSUV-43	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	$185.00	$185.00
PSUV-44	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	$129.00	$129.00
PSUV-45	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	$23.00	$23.00
PSUV-46	Brother	PocketJet 7 Printer	PJ722	1	$279.00	$279.00
PSUV-47	Sho-Me	Triple Outlet Box	14.0553	1	$17.00	$17.00
PSUV-48	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	$148.54	$148.54
PSUV-49	Utility Camera	Install of Utility Rocket IoT-X System	Misc	1	$175.00	$175.00
PSUV-50	Motorola	Install of APX 4500 Radio with O2 Control Head		1	$100.00	$100.00
PSUV-51	Tint	Match front driver/passenger doors with rear doors	Misc	1	$80.00	$80.00
PSUV-52		Labor and Delivery		1	$1375.00	$1375.00
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE						$11,760.01

*Optional Whelen Comparable spec bid submission

**Some of the part numbers used for Setina, Westin and Jotto were updated to reflect the 2020 PI SUV's.

*Optional Whelen Comparable spec bid submission

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 PATROL PACKAGE						
PF150-1	Sound Off Signal	~~nForce Lightbar 54"~~ Whelen 54" Legacy lightbar with	#ENFLB Carbide Package	1	$1998.00	$1998.00
PF150-2	Sound Off Signal	~~bluePRINT Handheld Controller~~ Whelen Carbide package	#ENGCP15001	1	Included with the Whelen lightbar and Carbide package	
PF150-3	Sound Off Signal	~~bluePRINT Central Controller~~ Whelen Carbide package	#ENGCC01241	1	Included with the Whelen lightbar and Carbide package	
PF150-4		~~bluePRINT Remote Node~~ Whelen external amplifier	~~#ENGND04101~~ CANEM16	1 ~~2~~	$134.00	$134.00
PF150-5		~~bluePRINT 480 Siren Module~~ Whelen Carbide package	#ENGSA07152	1	Included with the Whelen lightbar and Carbide package	
PF150-6		~~bluePRINT Remote Harness Kit~~ Whelen Carbide package	#ENGHNK02	2	Included with the Whelen lightbar and Carbide package	
PF150-7		~~bluePRINT Central Harness Kit~~ Whelen Carbide package	#ENGHNK01	1	Included with the Whelen lightbar and Carbide package	
PF150-8		~~bluePRINT Link~~ Whelen Carbide package	#ENGLNKxxx	1	Included with the Whelen lightbar and Carbide package	
PF150-9	Sound Off Signal	~~100N~~ Series Speakers Whelen	~~#ETSS100N~~ SA315P	2	Included with the Whelen lightbar and Carbide package	
PF150-10	Sound Off Signal	~~mPower Fascia 4" Quick~~ Mount Whelen ION T	~~#EMPS2QMS5BAW~~ TI12e	~~4~~	$79.00	$316.00
PF150-11	Sound Off Signal	~~mPower Fascia 4" Quick~~ Mount Whelen DUO linear Ion blue/white	~~#EMPS2QMS4E~~ I2F	4	$79.00	$316.00
PF150-12	Sound Off Signal	~~mPower Edge Mount Brackets~~ Whelen bracket	~~#PMP2BKEDGE~~	4	Included with light	
PF150-13	Sound Off Signal	~~Intersector Under Mirror Lights~~ Whelen v-series 180 & puddle lights	~~#ENT2B3E~~ LINSV2B	2	$116.16	$232.32
PF150-14	Sound Off Signal	~~Intersector Under Mirror~~ Adapters Whelen mirror kit 2 brackets per kit	#PMP2BKUMB1	1~~2~~	$15.34	$15.34
PF150-15	Sound Off Signal	~~LED Utility Strip Light~~ Whelen compartment light	~~#ECVCSMLEDF~~ 3SC0CDCR	1	$42.00	$84.00
PF150-16	Sound Off Signal	~~nForce 12 LED Lights~~ Whelen surface mount trio	~~#ENFRMS3E~~ I3SMMC	4	$119.00	$476.00
PF150-17	Sound Off Signal	~~Intersector Surface Mount~~ Surface mount ION	~~#ENT3B3E~~ I2SME	2	$89.00	$178.00
PF150-18	Westin	F-150 Pushbumper	#36-52065	1	$385.00	$385.00
PF150-19	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	$29.00	$29.00
PF150-20	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC	1	$27.00	$27.00
PF150-21	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1	$322.81	$322.81
PF150-22	Jotto Desk	Magnetic Mic	425-3816	1	$27.00	$27.00
PF150-23	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1	$238.00	$238.00
PF150-24	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	$185.00	$185.00

*Optional Whelen Comparable spec bid submission

PF150-25	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	$129.00	$129.00
PF150-26	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	$23.00	$23.00
PF150-27	Brother	PocketJet 7 Printer	PJ722	1	$279.00	$279.00
PF150-28	Sho-Me	Triple Outlet Box	14.0553	1	$17.00	$17.00
PF150-29	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	$148.54	$148.54
PF150-30	Utility Camera	Install of Utility Rocket IoT-X System		1	$175.00	$175.00
PF150-31	Motorola	Install of APX 4500 Radio with O2 Control Head		1	$100.00	$100.00
PF150-32	Tint	Match front driver/passenger doors with rear doors	Misc	1	$80.00	$80.00
PF150-33		Labor and Delivery		1	$975.00	$975.00
TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE						$6848.01

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 ADMIN PACKAGE						
AF150-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1	$696.00	$696.00
AF150-2	Sound Off Signal	~~bluePRINT Handheld Con~~troller Whelen Canport Cantrol package	~~#ENGCP15001~~	1	$769.00	$769.00
AF150-3	Sound Off Signal	~~bluePRINT Central Con~~troller Whelen Canport Cantrol package	~~#ENGCC01241~~	1	Included with cantrol package	
AF150-4		~~bluePRINT Remote Node~~ Whelen external amplifier	~~#ENGND04101~~ CCSRN4DA	1 ~~2~~	$169.00	$169.00
AF150-5		~~bluePRINT 480 Siren Mod~~ule Whelen Canport Cantrol package	~~#ENGSA07152~~	1	Included with cantrol package	
AF150-6		~~bluePRINT Remote Harness~~ Kit Whelen Canport Cantrol package	~~#ENGHNK02~~	2	Included with cantrol package	
AF150-7		~~bluePRINT Central Harness~~ Kit Whelen Canport Cantrol package	~~#ENGHNK01~~	1	Included with cantrol package	
AF150-8		~~bluePRINT Link~~ Whelen Canport Cantrol package	~~#ENGLNKxxx~~	1	Included with cantrol package	
AF150-9	Sound Off Signal	~~100~~N Series Speakers Whelen	~~#ETSS100N~~ SA315P	2	Included with cantrol package	
AF150-10	Sound Off Signal	~~mPower Fascia 4" Quick~~ Mount Whelen surface mount trio	~~#EMPS2QMS6~~BAW I3SMMC	4	$119.00	$476.00
AF150-11	Sound Off Signal	~~mPower Fascia 4" Stud~~ Mount Whelen DUO linear Ion	~~#EMPS2STS4~~M I2M	4	$79.00	$316.00
AF150-12	Sound Off Signal	~~mPower Single Window Shrould Black~~ Whelen Shroud	~~#PMP2WSSSB~~ IONPEDB	4	$42.00	$168.00
AF150-13	Sound Off Signal	~~Intersector Under Mirror~~ Lights Whelen V 180 & puddle light	~~#ENT2B3E-~~ LINSV2B	2	$116.16	$232.32
AF150-14	Sound Off Signal	Intersector Under Mirror Adapters Whelen mirror kit 2 brackets per kit	~~#PMP2BKUMB1~~ LSVBKT45	~~1-2-~~	$15.34	$15.34
AF150-15	Sound Off Signal	~~LED Utility Strip Light~~ Whelen compartment light	~~#ECVCSMLEDF----~~ 3SC0CDCR	1	$42.00	$42.00

*Optional Whelen Comparable spec bid submission

*Optional Whelen Comparable spec bid submission

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV ADMIN PACKAGE						
ASUV-1	Sound Off Signal	~~nForce Interior Lightbar 8-Mod 12-LED~~ Whelen Inner Edge Duo	~~#ENFWBF~~ IW34UFX	1	$696.00	$696.00
ASUV-2	Sound Off Signal	~~nForce Interior Lightbar 8-Mod 12-LED (Rear)~~ Whelen ISTRAY8	~~#ENFWBRF~~	1	$696.00	$696.00
ASUV-3	Sound Off Signal	~~nERGY® 400 Series Handheld~~ Remote Siren 200W Whelen	~~#ETSA462HPP-~~ HHS2200	1	$318.00	$318.00
ASUV-4	Sound Off Signal	100~~N~~ Series Speakers Whelen and bracket	~~#ETSS100N~~ SA31P & SAK1	2	$124.00	$248.00
ASUV-5	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen Duo linear	~~#EMPS2STS4E~~ I2E	2	$79.00	$79.00
ASUV-6	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen Duo linear	~~#EMPS2STS4E-~~ I2E	2	$79.00	$79.00
ASUV-7	Sound Off Signal	~~mPower Fascia 4" Stud Mount~~ Whelen Duo linear	~~#EMPS2STS4E-~~ I2E	2	$79.00	$79.00
ASUV-8	Sound Off Signal	~~mPower Single Window Shrould Black~~ Whelen Shroud	~~#PMP2WSSSB~~ IONPEDB	2	$42.00	$84.00
ASUV-9	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	2	Included	
ASUV-10	Sound Off Signal	~~Universal Undercover LED~~ Whelen Vertex	~~#ELUC3H010~~B VTX609	2	$54.00	$108.00
ASUV-11	Sound Off Signal	~~Intersector Under Mirror~~ Lights Whelen V 180 & puddle light	~~#ENT2B3E-~~ LINSV2B	2	$116.16	$232.32
ASUV-12	Sound Off Signal	Int~~ersector Under~~ Mirror Adapters ~~-----~~ Whelen mirror kit 2 brackets per kit	~~#PMP2BKUMB1~~ LSVBKT34	1~~2~~-	$15.34	$15.34
ASUV-13	Sound Off Signal	~~LED Utility Strip Light -------~~ Whelen compartment light	~~#ECVCSMLEDF -----~~ 3SC0CDCR	2	$42.00	$84.00
ASUV-14	Setina	Rear Cargo Storage System	See part numbers listed below	1	$1264.00	$1264.00
ASUV-15	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	$129.00	$129.00
ASUV-16	Sho-Me	Triple Outlet Box	14.0553	1	$17.00	$17.00
ASUV-17	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	$148.54	$148.54
ASUV-18	Tint	Match front driver/passenger doors with rear doors	Misc	1	$80.00	$80.00
ASUV-19		Labor and Delivery		1	$850.00	$850.00
TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE						$5360.20

*Optional Whelen Comparable spec bid submission

Setina parts for Rear Cargo are TK0250ITU20, TPA9289 AND TF2234ITU20

*Optional Whelen Comparable spec bid submission

AF150-16	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1	$322.81	$322.81
AF150-17	Jotto Desk	Magnetic Mic	425-3816	1	$27.00	$27.00
AF150-18	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1	$238.00	$238.00
AF150-19	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1	$185.00	$185.00
AF150-20	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1	$129.00	$129.00
AF150-21	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1	$23.00	$23.00
AF150-22	Brother	PocketJet 7 Printer	PJ722	1	$279.00	$279.00
AF150-23	Sho-Me	Triple Outlet Box	14.0553	1	$17.00	$17.00
AF150-24	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1	$148.54	$148.54
AF150-25	Tint	Match front driver/passenger doors with rear doors	Misc	1	$80.00	$80.00
AF150-26		Labor and Delivery		1	$975.00	$975.00
					TOTAL, ALL-IN COST: 2020+ FORD F-150 ADMIN PACKAGE	$5,308.01

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

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response 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 Brogdon Blvd. Sugar Hill, GA 30518

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) Mark Sevigny, Bid Manager

CONTACT INFO: PHONE NUMBER 813-348-4866

CONTACT INFO: E-MAIL ADDRESS msevigny@danasafetysupply.com

4.4 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

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
Public Safety Department
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 that 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: Required Forms.

4.5 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 B: Optional and Information Forms. 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.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given 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.

SECTION 5: 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 response to 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.

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:

Comparable Experience / Company Profile	47%
Project Team / Key Personnel	30%
Method of Providing Services	20%
Alpharetta Vendor Preference	3%
Phase I Total	**100%**

Phase II

Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. If no interviews are required, Cost Evaluation shall be 100% of Phase II scoring.

Interview	60%
Cost Evaluation	40%
Phase II Total	**100%**

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

☑ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*

☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [*City*] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* Dana Safety Supply, Inc

Authorized Signature: Mark Sevigny

Printed Name and Title of Person Signing: Mark Sevigny, Bids Manager

Date: 27-August-2019

Firm's Address: 4729 Nelson Brogdon Blvd, Sugar Hill, GA 30518

Contact's Email Address: jporter@danasafetysupply.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

THE CITY OF ALPHARETTA GEORGIA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* Dana Safety Supply, Inc

Authorized Signature:

Printed Name and Title of Person Signing: Mark Sevigny, Bids Manager

Date: 27-August-2019

Firm's Address: 4729 Brogdon Blvd, Sugar Hill, GA 30518

Contact's Email Address: jporter@danasafetysupply.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dana Safety Supply, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4809 Koger Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Greensboro, NC 27407

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 1 5 5 7 2 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7.11.2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF
ALPHARETTA
GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1407798
Federal Work Authorization (E-Verify) User Identification Number

01-May-2019
Date of Authorization

Dana Safety Supply, Inc
Name of Contractor

Upfitting and Equipment Maintenance for Public Safety Vehicles
Name of Project

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

Executed on August, 27, 2019 in Tampa (city), FL (state).

Signature of Authorized Officer or Agent

Mark Sevigny, Bids Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF August, 2019.

NOTARY PUBLIC

My Commission Expires: 2/19/19

Notary Public State of Florida
Kevin Patrick Brennan
My Commission GG 269930
Expires 02/19/2023

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms**: Submit with procurement response only if relevant.

1. **Local Vendor Certification Form**

- Return completed form with copy of current business license.
- 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.).

2. **Notice of 'No Bid'** Only return if relevant.

- **Informational Forms**: To be held on file by Bidders/Contractors and available to City for review upon request:

3. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
4. 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)*

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form

THE CITY OF ALPHARETTA GEORGIA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ 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 the business will be 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.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

N/A

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide previous address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):		Date:	
Position Title:		Phone #:	
Signature:		E-mail:	

This Section is for City Use Only

Qualifications Verification: _____ Date:

Notice of "No Bid" Form

THE CITY OF ALPHARETTA GEORGIA

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

CITY OF ALPHARETTA
NOTICE OF "NO BID"

SOLICITATION #_____ **CLOSING/DUE DATE**_____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other quotation/proposal information in connection with this solicitation.

N/A

- do not manufacture/supply the commodity
- do not manufacture/supply to the specification
- Cannot handle due to current work load
- Quantity/job too large
- Quantity too small
- Cannot meet delivery/completion requirements
- Agreements with distributors/dealers do not permit us
- Licensing restrictions

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes_____ No_____

_____
Firm Name

_____
Firm Address

_____
Signature of Person Authorized to Bind this Firm

_____
Date

_____
Typed or Printed Name and Title

_____
Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the ntractor with the in tion required b .C.G.A. § 13-1 . Additionally, the und d subcontractor w rward notice e receipt of vit from a sub-sub to the contrac within five bu ss days of re t. he undersigned sub eceives notice a sub-subcont or has receive affi from any other con ed subcontractor undersigne ubcontractor n forwa within five (5) bus s day eceipt, a co the notice to contractor.

Sub ractor y attests ts federal w authorization identifica umber and dat uthoriza e as fo

N/A

_____
Fe Work Authoriz (E fy) User ntification Nu

_____
Da Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF
ALPHARETTA
GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical rmance of services tisfaction of suc ntract only wit subcontractors who t an affidavit to the ubcontractor wit information re O.C.G.A. § 13-10-The undersigned s ubcontractor sh submit, at the uch contract, this ame of subco tor ub-subcontractor such sub-subc ctor has privit contract). Add lly, ndersigned sub- will forward ice of recei f any affidavit n a s bcontractor to (name ubcontractor o b-subco r with whom n sub-s tractor ha ity of contra -subcontr hereby ts that its ral work auth on user iden ion number date of aut ion a follows:

N/A

eral Work Autho Verify) U dentification er

e of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

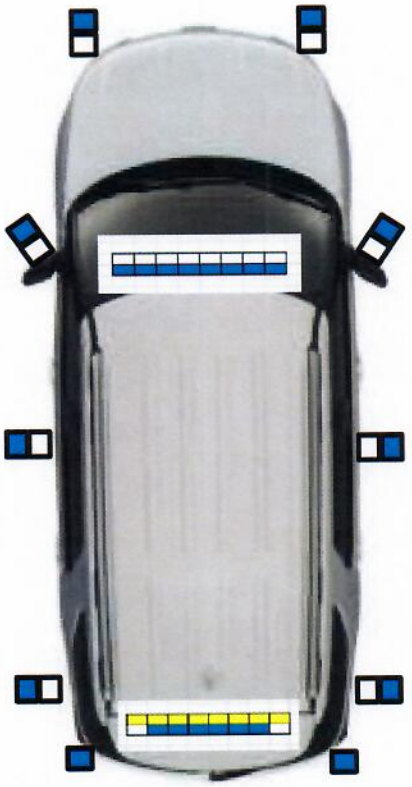
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: PS VEHICLE LIGHT PLACEMENT, EQUIPMENT LISTS PER VEHICLE TYPE, AND NOTES

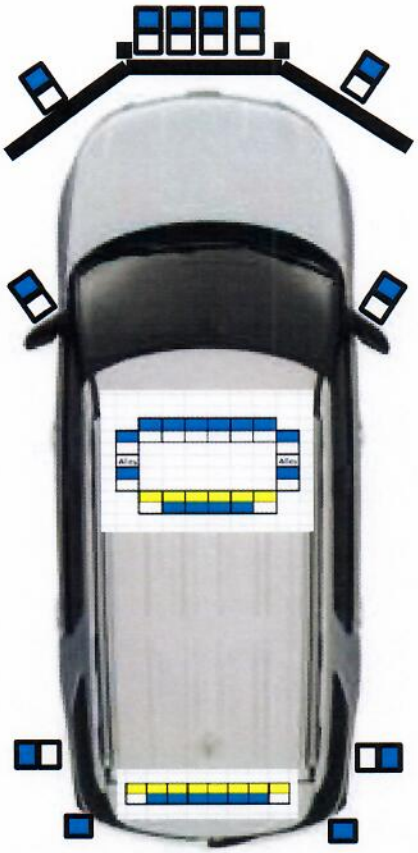
ADMIN SUV SKETCH OF LIGHT PLACEMENT



Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed.

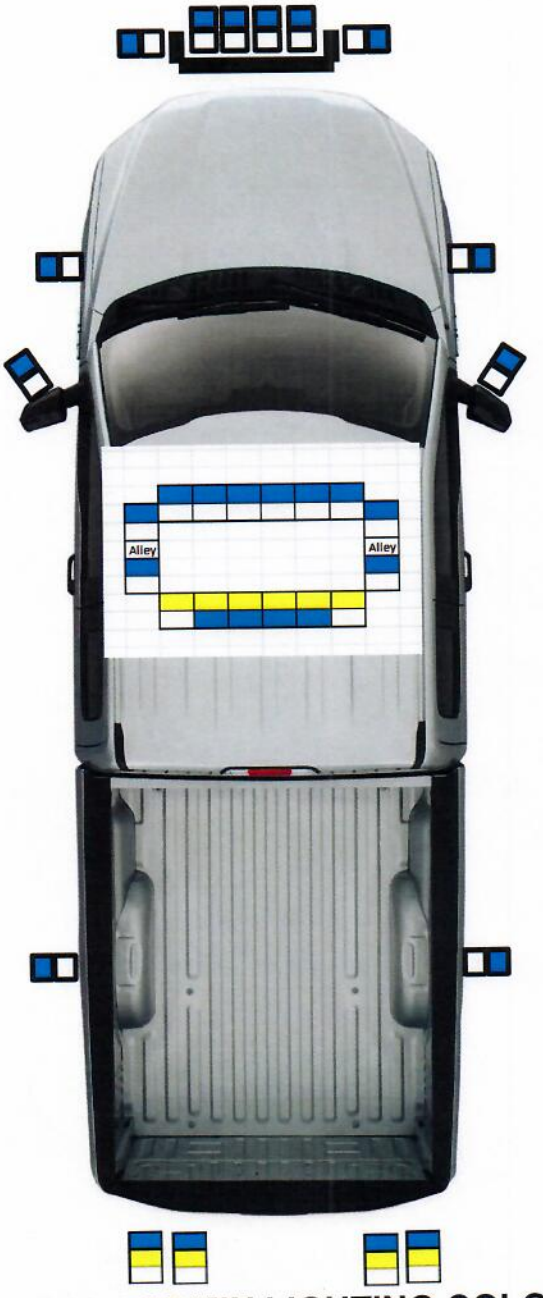
PATROL SUV / K9 SKETCH OF LIGHT PLACEMENT

(may vary slightly depending on make and model)



Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

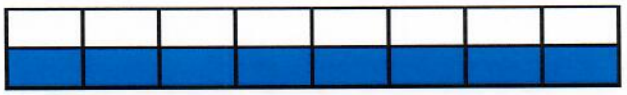
F-150 PATROL / ADMIN SKETCH OF LIGHT PLACEMENT



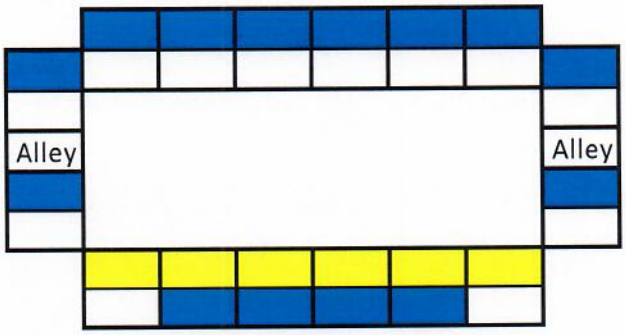
PATROL / ADMIN LIGHTING COLORS

Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

Interior Bar



Lightbar 48" / 54"



Rear Interior Bar / Spoiler

2020+ K9 TAHOE PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
6	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	Blue/White | Mounted on step rails (3 on each side) | Blue Flash | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	

2020+ K9 TAHOE PACKAGE (CONTINUED)					
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	Tahoe Pushbumper	#36-53805		
1	Westin	Tahoe Pit Bar	#36-5380PB		
1	Westin	Tahoe Upper Wings	#36-53805W		
1	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Havis	K9 Transport System - 1 Dog	K9-C23		
1	Havis	Window Guards for K9 Transport System	K9-A-104		
1	Havis	K9 Transport Fan Option	K9-A-301		
1	Radiotronics	ACE K9 Hot n Pop Pro	HP5020		
1	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K		
1	Radiotronics	ACE K9 WatchDog	AWD-7010		
1	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP		
1	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3843		
1	Jotto Desk	Console Computer Side Mount	425-2827		
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*

2020+ K9 TAHOE PACKAGE (CONTINUED)					
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage			
1	Tint	All windows 10% for K9	Misc		

2020+ FORD PI UTILITY - PATROL PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	PI Utility Pushbumper	#36-2055		
1	Westin	PI Utility Pit Bar	#36-2055PB		
1	Westin	PI Utility Upper Wings	#36-2055W		
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC		
1	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	Mount to Cage	
1	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR		
1	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	Full replacement Transport Seat TPO Plastic, center pull seatbelts, #12 Expanded Metal Cargo Partition	
1	Setina	Floor Pan TPO Plastic	QK0491ITU12		
1	Setina	Vdrain for Floor Pan	PP9640		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12		
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks	
1	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6473		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3841		
1	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530		
1	Jotto Desk	Console Computer Side Mount	425-5542/4143	Delete A-Mod Desktop and substitute GK Adapter Plate	
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD PI UTILITY - ADMIN PACKAGE				
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming
1	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash
				Level 1: Rear lights only (From rear B-Pillar to Rear)
				Level 2: Front Lights only (From front B-Pillar to Front)
				Level 3: Rear and Front Lights
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Grille
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted at B-Pillar Rear | Blue Flash | White Alley
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights
2	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	For B-Pillar Lights
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	
1	Sho-Me	Triple Outlet Box	14.0553	
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	
1	Tint	Match front driver/passenger doors with rear doors	Misc	

2020+ FORD F-150 PATROL PACKAGE					
QTY	BRAND	ITEM	PART NUMBER	INSTALLER NOTES	Tie to bluePRINT?
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted on Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	B/W | Mounted above wheel wells | Blue Flash | White Alley	*
4	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	For wheel well lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar sides	*
1	Westin	F-150 Pushbumper	#36-52065		

2020+ FORD F-150 PATROL PACKAGE (CONTINUED)					
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC		
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD F-150 ADMIN PACKAGE					
QTY	BRAND	ITEM	PART NUMBER	INSTALLER NOTES	Tie to bluePRINT?
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming	*
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount inside grille	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted below Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	B/A | Mounted in Rear Window | Blue/Amber Flash	*
4	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For RearWindows Lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	

2020+ FORD F-150 ADMIN PACKAGE (CONTINUED)					
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Tint	Match front driver/passenger doors with rear doors	Misc		

****** Notes******

SoundOff Signal and bluePRINT are the preferred vendors for emergency lighting and intelligent control systems.

Substitutions are accepted for the following Items:

- **Lightbar:** Code 3 Defender (dual color), Whelen Liberty DUO II, Federal Signal Integrity (use same color combination as above). Must have control of independent light heads for scene lights, cruise mode, rear works lights.
- **Siren Box:** Code 3, Whelen, Federal Signal. Must have 3 position slide switch, rotary siren knob, at least 8 auxiliary buttons, manual and horn siren buttons, and be remote head mountable.
- **Speakers:** Code 3, Whelen, Federal Signal, 100W in black.
- **Interior Bar / Traffic Controller:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control independent light heads. Interior bars must be vehicle specific and fit snuggly to windows to prevent flashback. Rear hatch lights must support arrow stick feature
- **Perimeter Lights:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control individual colors. Rear hatch lights must support arrow stick feature
- **Intelligent Control System:** Whelen Cantrol/Carbide, Code 3 Matrix, Federal Signal Pathfinder. If you are using a substituted intelligent control system, provide a complete listing of the system's features and functions so they may be evaluated against the customer's preferred option.

Installer Notes:

- All lights must be controlled through the intelligent control system. All forward lighting shall be grouped starting at the front cabin "B-Pillar" and moving towards the front bumper. All rear lighting shall be grouped starting at the rear cabin "B-Pillar" and moving towards the rear bumper.
- Power distribution must be controlled from the intelligent control system for load shedding, timed outputs, and triggers.
- Intelligent control system must include at least 10 matrixes to take vehicle OBD2/CAN Bus information and apply them to the emergency lighting system based on customer specifications.
- Majority of main wiring and electronic equipment shall terminate in the cargo storage electronics tray.

Other Notes:

- All Parts must be itemized.
- Labor for the build must be listed separately.
- Shop supplies, delivery, and any other fees must be detailed and listed separately.
- All upfit invoices shall include the last 6 characters of the VIN

APPENDIX D: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 Single Point of Contact

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Required Review

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at https://www.ebidexchange.com/alpharetta. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule 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.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response 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 vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must 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.

A.2.5 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- 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 are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit**: Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit**: Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta
  - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement 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 the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; 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 Vendor's bid/proposal is accepted, Vendor 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 response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

For Bids (ITB) with public openings, if an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) 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 or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement 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 Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at https://www.ebidexchange.com/alpharetta. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors 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. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 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. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form in Appendix B: Optional and Information Forms. 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 procurement.

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.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement 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 Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder 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 Bidder 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 Bidder 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 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.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder 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 Bid that Bidder 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. Bidders 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. Bidders 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.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ 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 an RFP or an RFQ, 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 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.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* 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 or SOQ;
2. The Proposal or SOQ 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 or SOQ 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.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either "responsive" or "nonresponsive".

1. Responses may be found nonresponsive any time during the evaluation process if
   - any of the required information is not provided;
   - the submitted price is found to be excessive or inadequate; or
   - the Bid, Proposal, or SOQ does not comply with the plans and specifications as described and required by the procurement.
   - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
   - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

(2) Invitation to Bid (ITB):

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

- price;
- conformity to specifications;
- financial ability to meet the contract;
- previous performance;
- facilities and equipment;
- availability of repair parts;
- experience;
- delivery promise;
- terms of payment;
- compatibility as required;
- other costs;
- and other objective and accountable factors, if any.

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- ***Electronic Signature***: 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.

***(3) Request for Proposals (RFP)*:**

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 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 invite Offerors to a Presentation and Interview 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.

B.4.8 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.

B.4.9 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.

B.4.10 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.

- ***Electronic Signature***: 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.

***(4) Request for Qualifications (RFQ)*:**

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to

an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ 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 the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- 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.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions 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.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response 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.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor 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 Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 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 with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 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, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

(5) 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.

(6) 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 in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 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.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

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. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 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 contracting City Department 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.

C.9 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.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB 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 $50,000.01 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) or Request for Qualifications (RFQ).

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 $50,000.01 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.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

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.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

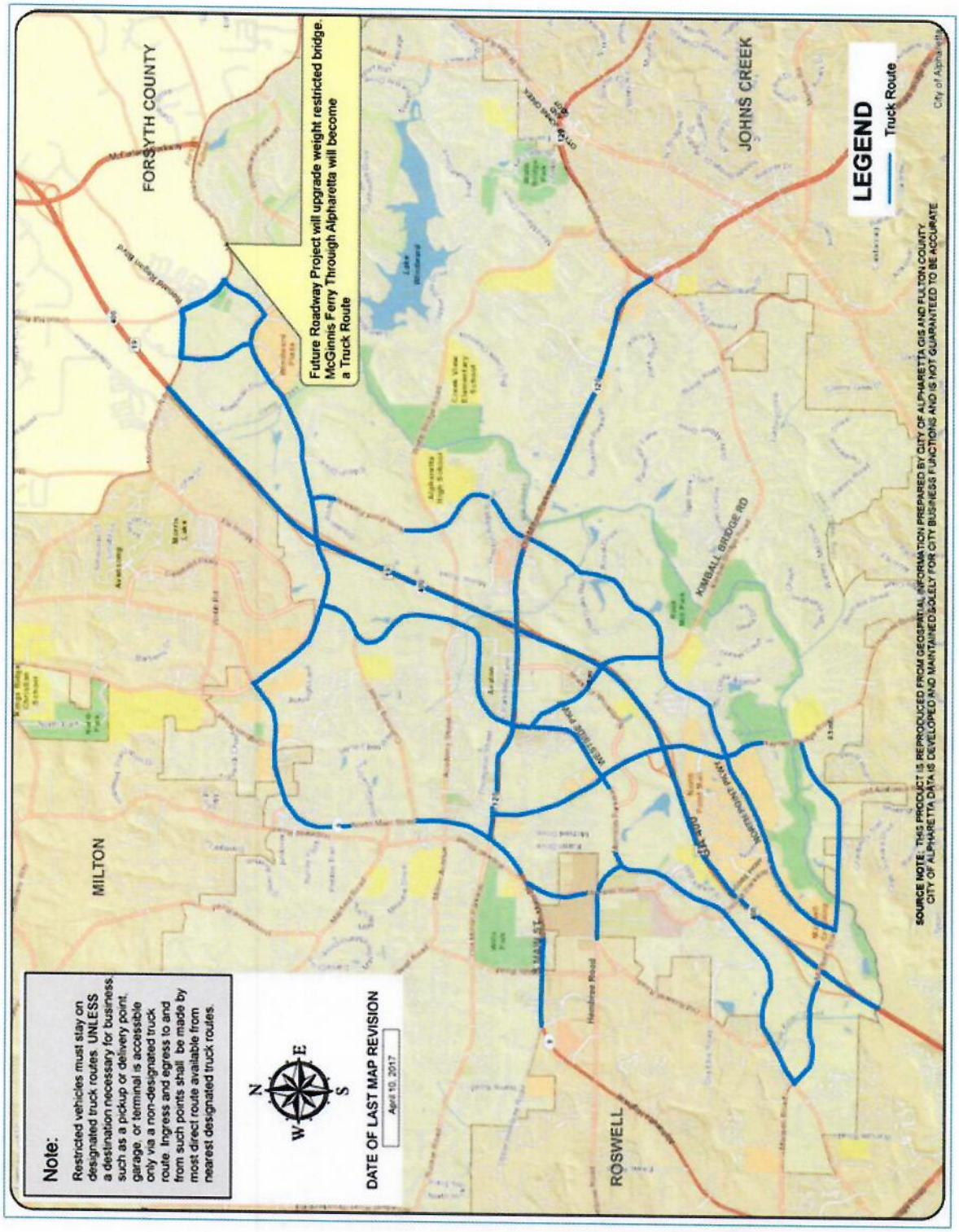
- ***Complaint:*** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

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.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

Online: http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes



DANA SAFETY SUPPLY
4809 Koger Blvd. | Greensboro, NC 27407

Executive Summary of DSS Operations and Capabilities:

Dana Safety Supply (DSS) and Fleet Safety Equipment, a DSS Company, are major warehousing distributors, sellers, service providers, and installers of law enforcement and public safety fleet vehicle equipment including emergency lighting, and related law enforcement products that are typically employed by public safety entities. In addition, DSS is a major distributor of law enforcement, tactical supplies, duty gear, firearms, ammunition, uniforms, and other public safety products. DSS operates 23 locations located in Greensboro, NC (2), Columbia, SC (2), Atlanta, GA, Marietta, GA, DeLand, FL, Jacksonville, FL, Orlando, FL, Tampa, FL, Ft. Myers, FL, Miami, FL, Pompano Beach, FL, Tallahassee, FL, Livingston, MT, Memphis, TN, Little Rock, AR, Baton Rouge, LA, Alabaster, AL, Lorton, VA (also covering the Metro Washington D.C. area), Houston, TX, La Feria, TX, and Ft. Worth, TX. Coming very soon, we'll have a location in Maryland. Lastly, we travel a full-time salesman in the State of Mississippi.

DSS was founded in 2005 by a group of law enforcement and fleet professionals and has grown to become one of the largest companies of its type in the United States. DSS is a subsidiary of Duval Motor Company and Scott McRae Group, (SMAG), a 103-year-old family company that has been in continuous operation, and under the same ownership since 1916. SMAG employs more than 700 people across multiple companies in the automotive, finance, and service industries. Each company operates independently, is its own legal entity, and is headed by its own President and management team, but has the financial resources and backing of SMAG at its disposal. Fleet Safety Equipment was founded in Memphis, TN in 1980 and is a wholly owned division of Dana Safety Supply.

DSS directly employs more than 250 people. This includes a full-time outside sales staff of more than 40 personnel who meet and service public safety customers on a daily basis. The inside sales support team of 11 support outside sales efforts and provide immediate customer support along with the administrative and support staff of more than 100. DSS also employs more than 100 emergency vehicle

technicians. Each DSS location is staffed with personnel who possess extensive experience in the sales, installation, and service of public safety products. Many of DSS personnel are former law enforcement or military personnel with expertise in administrative operations, budgeting and procurement, fleet management, patrol operations, special operations, and training.

DSS regularly provides emergency vehicle equipment, installation services, and public safety products to numerous states, federal, and local public safety agencies, as well as to automotive dealers who utilize our up-fitting services and products. DSS holds and has successfully completed hundreds of large volume contracts with major public safety agencies throughout its territory to include Federal and State Agencies in NC, SC, GA, FL, AL, TN, AR, MS, LA, AR, TX, VA, and MT. DSS is also an approved contractor for the GSA and has a GSA contract for numerous public safety products and also for installation and upfitting services.

GSA CONTRACT HOLDER

SCHEDULE 84- LAW ENFORCEMENT & SECURITY EQUIPMENT
SCHEDULE 23V- LABOR

426-1A: MISC PERSONAL EQUIPMENT
426-1B: BODY ARMOR
426-1C: HELMETS
633-38: WILDLAND FIRE COLTHING
633-50: INDUSTRIAL WORK SHIRTS & PANTS
633-51: CONCEALMET CLOTHING, CAMOUFLAGE CLOTHING & BDUS
426-3A: EMERGENCY SIGNALS
426-3B: IN VEHICLE PROTECTION & RESTRAINT
426-4G: FIREARMS STORAGE, SECURING & CLEANING EQUIPMENT; BULLET RECOVERY & GUNRACKS

CONTRACT # GS-07F-0512T

DSS builds an average of 6,000 public safety vehicles annually with a sales volume in equipment and installations of more than 100 million dollars. DSS has extensive experience in equipment specifications, performance, installations, service and troubleshooting, and is intimately familiar with emergency lighting, video systems, radar systems, GPS systems, radio equipment, cages, bumpers, and related bolt on and electronic equipment.

To further support its customers, DSS maintains an average inventory of approximately 20 million dollars in products, with more than 15 million dollars of that in emergency equipment and accessories. Many of these products and more can be found on our industry leading e-commerce website www.fleetsafety.com as well as www.danasafetysupply.com. On this site, customers can also find our selection of pre-built, ready for the road, patrol vehicles for sale. We have a large stock of pre-built Police package vehicles that can be delivered to a customers' location in as little as 4 weeks. You can find

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our current pre-built Police Vehicle inventory by visiting our website and clicking on "Vehicles for Sale" in the top menu.

The mission objective of DSS is to provide its customers with top tier products, backed by first rate customer service, while maintaining the competitive pricing structure that is necessary to compete successfully for government contracts. Major emphases of DSS' business model are brick and mortar sales, service, installation, and warehousing operations in every location. Each DSS location is staffed with local inside and outside sales personnel to support the service needs of local agencies. DSS recognizes the need to have local services available to its customers and as such all service components and support are available locally in each of its locations.

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DSS Currently operates the following facilities that include sales, service, retail, warehouse, and administrative support totaling nearly 300,000 square feet:

LOCATION	SQUARE FT.	LOCATION DETAILS
Greensboro, NC	26,500 square ft.	Hdqtrs,, Retail Store, Inside/ Outside sales, Warehouse, Installation Facility
Columbia, SC	10,500 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Atlanta, GA	12,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Marietta, GA	7,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
DeLand, FL	5,000 square ft.	Warehouse, Installation Facility
Jacksonville, FL	6,500 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Orlando, FL	25,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Tampa, FL	10,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Miami, FL	18,000 square ft.	Retail Store, Inside and Outside sales, Warehouse, Installation Facility
Pompano Beach, FL	7,500 square ft.	Sales, Warehouse and Installation Facility
Tallahassee, FL	5,500 square ft.	Sales, Warehouse and Installation Facility
Ft. Myers, FL	5,500 square ft.	Sales and Installation Facility
Livingston, MT	6,500 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Memphis, TN	20,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Little Rock, AR	15,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Alabaster, AL	12,500 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Baton Rouge, LA	12,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
La Feria, TX	6,500 square ft.	Sales, Warehouse, Installation Facility

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Lorton, VA (also Metro D.C. area)	17,000 square ft.	Sales, Warehouse, Installation Facility
Houston, TX	60,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Ft. Worth, TX	18,000 square ft.	Inside and Outside sales, Warehouse, Installation Facility
Maryland	Coming Soon!	
Southern California	Coming Soon!	

DSS Senior Management:

DSS wants to assure its customers that there is a no red tape policy at DSS. In the event that management intervention is needed, or unusual circumstances arise, our customers can contact DSS Senior Management directly as noted below. Cell phone numbers are provided to ensure that any customer can reach DSS Senior Management if the need arises. DSS has learned through hundreds of major contracts as well as in day to day business that the key to customer satisfaction is immediate resolution of any area of concern which may arise and is 100% committed to doing so.

The President and CEO of DSS is David Russo. He has the overall responsibility for the company management. David oversees, on a daily basis, all of the DSS sales, installation, and service functions. David has more than thirty years of experience in the sales, installation, and service of law enforcement equipment and products. He owned and operated a very successful and highly respected public safety company from 1986 until 2002. After selling it to a New York based investment company he remained with that company for an additional three years. David has successfully overseen the sales, management, and administration of hundreds of millions of dollars in law enforcement contracts.

In addition, David was a sworn law enforcement officer for 25 years, and served as a patrol deputy, patrol lieutenant, trainer, supervisor, and instructor during his law enforcement career. David has been recognized as an expert witness and has appeared and offered opinions in support of law enforcement.

The Chief Operating Officer of DSS is Wanda Hobbs. Wanda is based in Greensboro, NC and has thirty-five years of experience in the public safety industry. Wanda is responsible for the daily operations of DSS' finance, purchasing, administrative, and warehousing operations. Wanda also oversees the daily operations of the Greensboro location. Wanda co-owned and successfully operated a highly respected public safety distribution company with locations in NC, SC, GA and FL from 1987 until 2007 when it was sold to DSS.

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Wanda has a Bachelor's Degree in accounting from the University of North Carolina, and she has successfully administered large public safety contracts for more than thirty-five years in the State of North Carolina and the Southeastern U.S.

DSS/Fleet Senior Management:

The Director of Sales for the Fleet Safety Equipment Division is Darrin Hope. Darrin is based in Memphis, TN. Darrin has the overall responsibility of the Fleet Safety sales, installation, and service functions. Darrin has more than 16 years of experience in the sales, installation, and service of law enforcement equipment and products. Darrin will also be responsible for business development in the Fleet Safety territory which currently covers six states. Darrin has a Bachelor's Degree in Business Administration from Mississippi State University.

The Director of Operations and Marketing for the Fleet Safety Equipment Division is Patrick Hope. Patrick is based in Memphis, TN and has eleven years of experience in the public safety industry. Patrick is responsible for the daily operations of Fleet Safety's purchasing, warehousing, advertising and e-commerce operations (www.fleetsafety.com & www.danasafetysupply.com). Patrick also oversees the daily operations of the Memphis, TN location. Patrick has a Bachelor's Degree in Business Administration from the University of Memphis.

DSS as a company, and its senior management as individuals, are committed to the before and after sale service, inventory, and administrative support that is necessary to service the largest, as well as the smallest, law enforcement, transit, and public safety agencies and entities.

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Contract Points of Contact and Contract Supervision:

For Immediate Assistance with ANY contract, sales or service related issues please contact the General Manager of the DSS location involved.

DSS GENERAL MANAGERS:

Donnie Still	GM, Baton Rouge, LA	dstill@fleetsafety.com	225-400-8323
Jake Porter	GM, Atlanta & Marietta, GA	jporter@danasafetysupply.com	770-557-6191
Kyle Pippin	GM, Birmingham AL	kpippin@danasafetysupply.com	404-374-0872
David Nieto	GM La feria, TX (South TX)	dnieto@fleetsafety.com	956-246-3600
Chris Ward	GM, Little Rock AR	cward@fleetsafety.com	501-288-2006
Darrin Hope	GM, Memphis, TN	darrin@fleetsafety.com	901-359-5593
Geoff Degioanni	GM, Saginaw, TX (Ft. Worth)	geoffrey@fleetsafety.com	682-999-2599
Bill Barnhart	GM, Miami & Pompano, FL	wbarnhart@danasafetysupply.com	305-951-5064
James Panter	GM, Greensboro, NC	jpanter@danasafetysupply.com	336-854-5536
Mark Cowart	GM, Columbia, SC	mcowart@danasafetysupply.com	803-446-1863
Sidney Wells	GM JAX & Tall. FL	swells@danasafetysupply.com	904-635-1894
George Maris	GM, Orlando & DeLand, FL	gmaris@danasafetysupply.com	407-538-5076
Tim Millican	GM, Lorton, VA	tmillican@danasafetysupply.com	703-926-8488
Chuck Geocaris	GM Houston, TX	chuck@fleetsafety.com	713-202-4465
Thomas Sabo	GM, Tampa & Ft, Myers, FL	tsabo@danasafetysupply.com	813-361-8004
Patrick Hope	Director of Operations and Marketing of Fleet Safety	pat@fleetsafety.com	901-647-7766
Darrin Hope	GM, Memphis, TN & Director of Sales of Fleet Safety	darrin@fleetsafety.com	901-359-5593
Jimmy Coumalatsos	GM, Montana, Director of LPR Sales and Service/Technical Support	jcoumo@danasafetysupply.com	904-497-2702

DANA SAFETY SUPPLY
4809 Koger Blvd. | Greensboro, NC 27407

Wanda Hobbs, the COO of DSS or David Russo, CEO are available to intervene immediately to resolve any issues that may arise and that require management intervention above the General Manager level.

Wanda Hobbs
Cell Phone: 336-337-9134 Email: whobbs@danasafetysupply.com

David Russo
Cell Phone: 850-624-5450 Email: drusso@danasafetysupply.com

Jimmy Coumalatos, DSS Technical and Sales Manager will serve as the second back up for contract supervision in the unlikely event that neither Wanda Hobbs nor David Russo is available. Cell Phone: 904-497-2702 Email: jcoumo@danasafetysupply.com

For Fleet Safety Equipment Company, the contract supervisor is **Darrin Hope**.
Cell phone: 901-359-5593 Email: darrin@fleetsafety.com

The Backup for Fleet Safety Equipment Company contract supervision is **Patrick Hope**
Cell phone: 901-647-7766 Email: pat@fleetsafety.com

David Russo or Wanda Hobbs will serve as back up contacts in the unlikely event neither Darrin or Patrick are available.

DANA SAFETY SUPPLY
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Full Time Inside Sales Support:

Name	E-Mail
Tom Caligan	tcaligan@danasafetysupply.com
Mark Sevigny	msevigny@danasafetysupply.com
Jeremy Gilley	jgilley@danasafetysupply.com
Mike Barnwell	mbarnwell@danasafetysupply.com
Ryan Simpson	simpson@fleetsafety.com
Jeremy Chambliss	jchambliss@fleetsafety.com
Ben Irvan	ben@fleetsafety.com
John Pell	jpell@fleetsafety.com
Patrick Hope	pat@fleetsafety.com
Karla Scott	karla@fleetsafety.com
Nate Nichols	nate@fleetsafety.com

Full Time Installation and Technical Service Manager Level Support is present at all DSS locations Contact the local DSS office or General Manager for immediate assistance

Here is a link to the DSS and Fleet Safety Locations and Phone Numbers:

http://www.danasafetysupply.com/more-info

http://www.fleetsafety.com/more-info

DANA SAFETY SUPPLY
4809 Koger Blvd. | Greensboro, NC 27407

DSS Installation Managers:

Location	Contact	Email	Phone Numbers
Greensboro	James Panter (GM)	jpanter@danasafetysupply.com	336-854-5536
Columbia	Peter Hayes	Phayes@danasafetysupply.com	803-798-3670
Marietta, GA	Tom Boulanger	tboulanger@danasafetysupply.com	770-480-0884
Atlanta, GA	Kevin Belford	kbelford@danasafetysupply.com	770-876-9952
Jacksonville/Tall	David Duren	dduren@danasafetysupply.com	904-388-7006
DeLand, FL	George Maris (GM)	gmaris@danasafetysupply.com	407-538-5076
Orlando, FL	Mike Lafaver	mlafaver@danasafetysupply.com	407-880-2769
Tampa/Ft Myers, FL	Will Mann	wmann@danasafetysupply.com	813-348-4866
Miami, FL	Edgar Ramirez	eramirez@danasafetysupply.com	305-639-6055
Pompano Beach, FL	Carmen Ferrando	cferrando@danasafetysupply.com	954-708-2071
Memphis, TN	Darrin Hope (GM)	darrin@fleetsafety.com	901-359-5593
Alabaster, AL	Kyle Pippin (GM)	kpippin@danasafetysupply.com	205-338-7001
Baton Rouge, LA	Donnie Still (GM)	dstill@danasafetysupply.com	225-400-8323
Houston, TX	Rick Macias	rmacias@danasafetysupply.com	832-887-4112
La Feria, TX	LeRoy Salinas	lsalinas@danasafetysupply.com	281-728-1400
N. Little Rock, AR	Chris Ward (GM)	cward@danasafetysupply.com	501-370-9500
Fort Worth, TX	Aaron Jochim	ajochim@danasafetysupply.com	682-888-2071
Livingston, MT	Charlton Pino	cpino@danasafetysupply.com	904-497-2702
Lorton, VA	Tim Millican	tmillican@danasafetysupply.com	703-926-8488

DANA SAFETY SUPPLY
4809 Koger Blvd. | Greensboro, NC 27407

Full Time Administrative and Support Team – All administrative staff can be reached at 336-854-3916

Please contact your DSS sales representative or local GM for assistance with any of your needs or requests. However, if none are available, or in an emergency or matter of urgent need, the support list below is provided for convenience

NAME	POSITION	EMAIL	PHONE NUMBER
Penny Robinson	AP/AR Manager	probinson@danasafetysupply.com	336-854-5536
Carmela Sigmon	Purchasing	csigmon@danasafetysupply.com	336-854-5536
Bruce Albertson	Inventory/Invoicing	balbertson@danasafetysupply.com	336-854-5536
Jennifer Lebo	Expedites/Open Orders	jlebo@danasafetysupply.com	336-854-5536
Joan Miller	Accounts Receivable	jmiller@danasafetysupply.com	336-854-5536
Robert Speaks	Purchasing Manager	rspeaks@danasafetysupply.com	336-854-5536
Amara Butler	Purchasing	abutler@danasafetysupply.com	336-854-5536
Michelle Hunt	Accounts Payable	mhunt@danasafetysupply.com	336-854-5536
Amanda Witt	Accounting Staff Support	awitt@danasafetysupply.com	336-854-3916
Tiffany Perry	Inventory/Invoicing	tperry@danasafetysupply.com	336-854-5536
Robin Vick	Controller	rvick@danasafetysupply.com	336-854-5536
Regina Kennedy	Accounts Payable	rkennedy@danasafetysupply.com	336-854-5536
Jennifer Hershey	Returns	jhershey@danasafetysupply.com	336-854-5536
Nadiya Bittencourt	Purchasing	nbittencourt@danasafetysupply.com	336-854-5536
Zachary Robinson	Purchasing	zrobinson@danasafetysupply.com	336-854-5536
Lashon Sims	Accounts Receivable	lsims@danasafetysupply.com	336-854-5536
Missy Perrin	Inventory Receiving	mperrin@danasafetysupply.com	336-854-5536
Maureen Wilson	AR Collections	mwilson@danasafetysupply.com	336-854-5536
Janet Mazbouh	AR Collections	jmazbouh@danasafetysupply.com	336-854-5536
Sarah Davis	Human Resources	sdavis@danasafetysupply.com	336-854-5536

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DSS Outside Sales:

Chris Martin	Outside Sales, NC	cmartin@danasafetysupply.com	336-500-1157
Dempsey Owens	Outside Sales, NC	dowens@danasafetysupply.com	336-541-2059
Paul Hartline	Outside Sales, SC	phartline@danasafetysupply.com	803-626-6402
Steve Shepherd	Outside Sales, SC, parts of NC	sshephherd@danasafetysupply.com	864-978-0009
Mike White	Outside Sales, GA	mwhite@danasafetysupply.com	770-362-8068
Kyle Pippin	Outside Sales, GA, AL, TN	kpippin@danasafetysupply.com	404-374-0872
Shane Gosa	Outside Sales, GA	sgosa@danasafetysupply.com	770-696-7435
Susan Clay	Office Manager, JAX	srobinson@danasafetysupply.com	904-388-7006
JJ Etheridge	Outside Sales North and Central FL	jetheridge@danasafetysupply.com	904-521-4484
Scott McDonald	Outside Sales, FL/AL	smcdonald@danasafetysupply.com	850-296-6690
Jeff Boebinger	Outside Sales, Orlando	jboebinger@danasafetysupply.com	407-401-0605
Aaron McIlrath	Outside Sales, Orlando	amcilrath@danasafetysupply.com	407-721-4558
Kevin Brennan	Office & Operations Mgr. Tampa/Ft. Myers	kbrennan@danasafetysupply.com	813-348-4866
Steve Kostas	Outside Sales, Tampa SW/FL	skostas@danasafetysupply.com	904-307-7064
Edwin Salgado	Outside Sales, Miami Dade	esalgado@danasafetysupply.com	305-951-4320
Jose Ferrando	Outside Sales, Broward/Palm Beach	jjferrando@danasafetysupply.com	954-257-6495
Chris Tate	Outside Sales, South, FL	ctate@danasafetysupply.com	305-900-7974
Mark Sevigny	DSS Bid Manager	msevigny@danasafetysupply.com	813-348-4866
Justin Lee	Outside Sales, AR	jlee@fleetsafety.com	501 831-4543
Cody Craig	Outside Sales, AR/OK/MO/KS	ccraig@fleetsafety.com	501-413-1158
David Lyle	Outside Sales, MS and North LA	david@fleetsafety.com	601-594-1875
Mike Cassagne	Outside Sales, LA and South MS	mcc@fleetsafety.com	225-235-2321

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4809 Koger Blvd. | Greensboro, NC 27407

Mac Judkins	Outside Sales, TN & AL	mjudkins@fleetsafety.com	901-484-8178
Ben Irvan	Office Manager, Memphis, TN	ben@fleetsafety.com	901-384-7778
Nate Nichols	Operations Manager Pell City, AL (Birmingham)	nate@fleetsafety.com	205-753-1162
Max Burleson	Outside Sales North AL	max@fleetsafety.com	256-614-2057
Shane Coats	Outside Sales, Northeast TX	scoats@fleetsafety.com	817-909-3639
Sylvia Grimes	Outside Sales, TX	sylvia@fleetsafety.com	832-877-8075
Art Nolley	Outside Sales, TX	anolley@fleetsafety.com	713-502-6870
Scott Beal	Outside Sales, TX	sbeal@fleetsafety.com	682-888-4235
Maria Rivera	Outside Sales, South TX	maria@fleetsafety.com	281-728-1400
Kirk Fried	Outside Sales, Rocky Mountains	kfried@danasafetysupply.com	406-770-0670
Joe Lyons	Outside Sales VA, MD, Washington D.C.	jlyons@danasafetysupply.com	978-833-3252

RFP 20-105

In regards to the City of Alpharetta, I believe myself and my team to be the most qualified up-fitters for Alpharetta PD. I have been directly involved with the vehicle installations and sale of equipment to the City of Alpharetta for the past 15 years. Dana Safety Supply is one of the very few BluePrint certified Installers in the State. Dana Safety Supply has over 100 installers Company wide, which allows DSS the ability to up-fit 5000+ cars per year. Every Installer that works on the City of Alpharetta PD's vehicles are EVT certified with a minimum of 2 year experience. Kevin Belford, DSS Install Manager, also has been involved with the up-fit of Alpharetta PD vehicles for the past 13 years. Kevin and I directly oversee every Alpharetta vehicle that has been equipped in our shop. It is and has always been my utmost importance to make sure the City of Alpharetta's every need is met when supplying them with vehicle Installs and equipment. It is also very important to DSS to make sure any maintenance needs that the City of Alpharetta needs is addressed immediately. That being said I typically keep in stock most of the equipment needed to up-fit the PD's vehicles. In conclusion, I hope some consideration goes into the service we have provided to the City over the years. If any questions or service is needed, I'm available at any time.

Jake Porter

Dana Safety Supply – GM

770-557-6191

Whelen Comparable Spec.

In regards to the City of Alpharetta RFP 20-105, Dana Safety Supply is also submitting an optional Low Cost Whelen comparable alternative bid. The following items listed below are comparable to all the Soundoff signal items listed on RFP20-105.

- Whelen Legacy and Carbide package

  Package includes:

  - Legacy DUO Lightbar 48" OR 54"
  - Carbide system #CCSRNT5
  - Siren amplifier #CCSRN4DA
  - OBII Control Cable #CC5K*
  - 2Speakers w/ brackets
  - Expansion Module #CANEM16
- WHELEN ION T-SERIES LINEAR DUO B/W #TLI2E
- WHELEN DUO LINEAR ION BLUE/WHITE BLK #I2E
- WHELEN ION PEDESTAL MOUNT BRACKET – BLACK #IONPEDB
- WHELEN SURFACE MT DUO ION BLUE/WHITE #I2SME
- WHELEN V-SERIES 180 & PUDDLE LIGHT, UNDER SURF MNT BLUE #LINSV2B
- WHELEN LINSV MIRROR MT KIT TAHOE, (2 BRACKETS PER KIT) #LSVBKT45
- WEC 3" RND SUPER-LED WHITE COMPARTMENT LIGHT #3SC0CDCR

Jacob C. Porter

183 Claude Bingham Rd.

Clarkesville, GA 30523

770-557-6191

jporter@danasafetysupply.com

General Manager – Dana Safety Supply

Work Experience:

General Manager for Dana Safety Supply in all GA locations 2016 – Present

- Manage and oversee a staff of 16 employees
- Responsible for all areas of production and sales of emergency vehicle equipment, duty gear, and guns
- Manage and build large volumes of police vehicles throughout the year: roughly 700 - 1000
- Since taking over the role of General Manager, DSS's GA locations have become one of the company's most successfully stores.

Install Manager/Salesman for Dana Safety Supply (Sugar Hill location) 2012 – 2016

- Assisted in building Dana Safety Supply's Install facility for police and fire vehicles throughout the state of Georgia
- Lead a team of 4 Installers in equipping roughly 700 – 1000 Police/Fire vehicles per year.

Install/Shop Manager for LaPrade Government Sales 2003 – 2012

- Managed and maintained most of the daily operations with Police/Fire vehicles throughout the State: Mainly Northeast GA area
- Installed and built roughly 400 – 600 cars per year

Education:

University of Georgia 2003

Skills:

- Vast knowledge in the Installation and Sale of emergency vehicle equipment of all manufacturors
- Soundoff Signal BluePrint certified programmer/installer
- Whelen Carbide certified programmer/installer
- Vast knowledge in 12v systems
- Emergency Vehicle Technician (EVT) certified
-

Summary:

I have been in the police vehicle up-fitting business for 17 years. I have gained vast knowledge in the Installation and sale of police vehicle equipment over the years. I have strived over the years to try to learn as much as I can to improve myself as well as to be able to inform customers on the pros and cons of all manufacturers' equipment. Soundoff Signal, Whelen, Federal Signal, Code 3, Havis, Progard, Setina, Go Rhino, Gamber Johnson, Westin, Brooking Industries, Feniex, and Jotto are some of the many manufacturers that I have been working with throughout my career. Over the years, I have acquired the ability to manage and Install large volumes of police vehicles all throughout the year. I pride myself on the ability to build a quality police vehicle in a timely manner and have very little returns.

Kevin R. Belford

1201 Charlie Davis Rd.

Cornelia, GA 30531

770-876-9952

kbelford@danasafetysupply.com

Install Manager – Dana Safety Supply

Work Experience:

Install Manager for Dana Safety Supply 2017 – Present

- Manage and oversee a staff of 4 Installers
- Responsible for all Install production in Sugar Hill location
- Responsible for training and evaluating installers throughout all the Dana Safety locations

Install Supervisor for Dana Safety Supply 2013 – 2017

- Assisted in building Dana Safety Supply's Install facility for police and fire vehicles throughout the state of Georgia
- Lead a team of 4 Installers in equipping roughly 700 – 1000 Police/Fire vehicles per year.

Installer for Georgia Fleet 2012 – 2013

- Installation and sale of police vehicle equipment

Installer for LaPrade Government sales 2005 – 2012

- Installation of police vehicle equipment

Skills:

- Vast knowledge in the Installation of emergency vehicle equipment of all manufacturers
- Soundoff Signal BluePrint certified programmer/installer
- Whelen Carbide certified programmer/installer
- Vast knowledge in 12v systems
- Emergency Vehicle Technician (EVT) certified

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Dana Safety Supply, INC in a meeting duly assembled that Mark Serigny, Bid Manager of the Corporation, be and he/she is hereby authorized, empowered, and directed for and on the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this corporation might enter into for the furnishing of services for the Corporation under such terms, conditions and stipulations, and for such consideration as he might deem to the best interest of the Corporation.

* * * * * * * * * * *

I, Wanda D Holt (Name)
Secretary of Dana Safety Supply, INC do hereby certify that the above and forgoing is a true and correct copy of a Resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the 19 day of December, 2018 at which meeting all members of the Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is now in full force and effect.

WITNESS MY SIGNATURE, this 19 day of December, 2018, at 3:00pm,

Laurie Michelle Hunt

LAURIE MICHELLE HUNT
NOTARY PUBLIC
GUILFORD COUNTY, NORTH CAROLINA
MY COMMISSION EXPIRES 4/9/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2019

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

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

PRODUCER
Harden and Associates
501 Riverside Avenue, Suite 1000
Jacksonville FL 32202

CONTACT NAME: Todd Peters
PHONE (A/C, No, Ext): 904-354-3785 **FAX (A/C, No):** 904-634-1302
E-MAIL ADDRESS: tpeters@hardeninsight.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Ins Co	10335
INSURER B : Bridgefield Employers Ins Co	10701
INSURER C : Great American Insurance	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SCOTMCR-01
Dana Safety Supply, Inc.
1725 Memorial Park Drive
Jacksonville FL 32204

COVERAGES **CERTIFICATE NUMBER:** 2073643052 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0196-42640	4/1/2019	4/1/2020	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N	N/A		0830-56416	4/1/2019	4/1/2020	E.L. EACH ACCIDENT	$ 500,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			247861601	4/1/2019	4/1/2020	E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Alpharetta
Finance Dept
2970 Webb Bridge Rd
Alpharetta GA 30009

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd J. Peters

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2019

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 **FAX (A/C, No):** 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DANA SAFETY SUPPLY, INC. 327-968-4
4729 NELSON BROGDON BLVD F
SUGAR HILL, GA 30518

COVERAGES **CERTIFICATE NUMBER: 70** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	6080293	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$500,000 $100,000 EXCLUDED $500,000 $1,000,000 $1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION	N	N	6080299	04/01/2019	04/01/2020	EACH OCCURRENCE AGGREGATE	$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	GARAGE LIABILITY	Y	N	6080293	04/01/2019	04/01/2020	AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY - EACH ACCIDENT - AGGREGATE	$500,000 $500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER
327-968-4 70 0
CITY OF ALPHARETTA
2970 WEBB BRIDGE RD
ALPHARETTA, GA 30009-3795

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael G Kerr

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Dana Safety Supply References:

Barrow County Sheriff's Office:

- Georgia Installation Facility
- Contact: Chris Silcox
- Phone: 770-561-0588
- Email: csilcox@barrowsheriff.com
- Vehicle equipment with installation on Patrol Vehicles in May 2019
- $ 55,617.87

Covington Police Department:

- Georgia Installation Facility
- Contact: Chris Smith
- Phone: 770-880-1833
- Email: Chris.Smith@covingtonpolice.com
- Vehicle equipment installation on Patrol Vehicles in July 2019
- $ 75,286.40

Rabun County Sheriff's Office

- Georgia Installation Facility
- Contact: Richard Hunter
- Phone: 706-982-9006
- Email: Richard.hunter@rabuncounty.ga.gov
- Vehicle equipment installation on Patrol Vehicles in June 2019
- $ 50,055.26

Akins Ford/Dodge

- Georgia Installation Facility
- Contact: Roz Icenhour
- Phone: 770-868-5271
- Email: ricenhour@akinsonline.com
- Vehicle equipment installation on Patrol Vehicles currently in process
- $ 201,372.96

Wade Ford

- Georgia Installation Facility
- Contact: Jessica Davis
- Phone: 770-436-1200
- Email: jdavis@wade.com
- Vehicle equipment installation on 272 Patrol Vehicles currently in process
- $1, 289,837.38

Roswell Police Department

- Georgia Installation Facility
- Contact: Ken McRae
- Phone: 404-787-3228
- Email: kmcrae@roswellgov.com
- Vehicle equipment installation on Patrol Vehicles in June 2019
- $ 69,525.96

Response To

RFP 20-105

UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES

For The

CITY of ALPHARETTA

FINANCE DEPARTMENT

THE CITY OF ALPHARETTA GEORGIA

CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 Park Plaza
Alpharetta, GA 30009

Date Due: August 29, 2019 @10:00 AM

Submitted By

ProLogic ITS
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102
866-923-0513
www.prologicits.com

GSA Contract Holder

ProLogic ITS

Transmittal Letter

August 27, 2019

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, Georgia 30009

ATTN: Stephanie Cochran

Subject: **UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES**

Dear Ms. Cochran,

ProLogic ITS, LLC is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership.

With ProLogic, the idea is simple: Proven Success over 16 years. From tried-and-true solutions all the way to today's cutting-edge advancements in technology, ProLogic brings together all the elements you need and expect from a trusted source for first responder products, services and overall solutions.

At ProLogic, integrity is crucial to our mission. We act with honesty and adhere to the highest standards of ethical values through our employees' professional behavior. It's through their values and belief in ProLogic that we will succeed in becoming a global leader offering the best of breed end-to-end technology solutions.

We demonstrate our understanding of these values by upholding them in every action and decision we make. As we endure a culture that is based upon ethical conduct, we expect our actions to be consistent with our words, and our words to be consistent with our intentions.

The City of Alpharetta will benefit from ProLogic ITS' extensive experience in the upfitting of first responder vehicles. ProLogic ITS has provided upfitting/retrofitting product, installation and warranty services for several thousand emergency response vehicles. We have a proven track record for on-time installation for upfitting of cars, SUVs, vans and assault vehicles for first responders across the United States. Our mission is to be your upfitting partner of choice by completing your orders in a timely manner so as to enable your officers to be back on the road quickly. Our references will attest to our ability and service.

That being said, our proposal and all quotes herein are valid for 30 days or the period specified in the solicitation, whichever is longer. If any changes are made to this proposal then all pricing should be considered void unless otherwise authorized in writing by the signer of this proposal.

Sincerely,

Paul Sprayberry
Managing Partner
Phone: (866) 923-0513 Ex. 702

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

(Office) 866.923.0513
(Fax) 770.975.1144

www.prologicits.com

ProLogic ITS is an experienced full lifecycle service provider of hardware and software solutions, professional services, and asset recovery services. For over 16 years, the team at ProLogic ITS, LLC ("ProLogic ITS") has been able to bring together all the elements our customers need and expect from a trusted source for IT products, services and overall solutions.

ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and in close proximity to Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is located in Forest Park, GA, just 10 miles from downtown Atlanta. Within these two facilities, we have the ability to warehouse, inventory and stage for delivery, all of the equipment requested in this solicitation.

With an in-house staff of over 100 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish customer's goals. With satellite offices located in Illinois and California, we can design, build and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.

Additionally, ProLogic ITS has access to over 8,000 certified professionals. These professionals are some of the best qualified individuals in the trade. All subcontractors are held to the same performance, quality and ethics standards as ProLogic ITS employees and performance is continuously monitored and evaluated.

Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership. Our ProLogic ITS Green Delivery Process saves time, money and effort for K-12, Higher Education, and State & Local Governments as well as allowing these entities to be eco-friendly.

Legal Name: ProLogic ITS, LLC

Address – Headquarters: 106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

- Contact Name: Paul Sprayberry, Managing Partner
- Phone Number: 866-923-0513, x702
- e-Mail: paul.sprayberry@prologicits.com
- Fax: (770) 975-1144
- Legal Structure: Limited Liability Corporation, Incorporated 11/14/2013
- FEIN/TIN: 46-4101495
- Federal E-Verify Number: 730441, Registered 12/03/2013
- DUNS: 079353667
- Occupational Tax Certificate: LC20130000921 (Cherokee County, GA)
- Certificate of Existence: Control #13464989 (Georgia)

As Filed with State of Georgia **Company Ownership**

- Company Officer 1: Paul Sprayberry, Managing Partner 33.34%
- Company Officer 2: Chris Crapps, Managing Partner 33.33%
- Company Officer 3: John Pickering, Managing Partner 33.33%

ProLogic ITS

Satellite Office:

Georgia: 105 Forest Parkway
Bldg. 105, Suite 100
Forest Park, GA 30297

ProLogic ITS, LLC (ProLogic ITS) is a certified ISO 9001:2015 as well as a Criminal Justice Information Services (CJIS) compliant facility. These two certifications indicate the high-quality standards and promise of high-quality security measures taken within the company to protect customer data and equipment.

ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfy applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our management system.

At ProLogic ITS, we are committed to building strong relationships with our customers. We believe providing on-time service and quality products are important components in developing and maintaining those relationships.

As an organization we recognize that people are the essence of any good business and that their full involvement enables their abilities to be used for our benefit. Our Top Management have committed to creating and maintaining a working environment in which people become fully involved in achieving our objectives. Quality objects for the organization are communicated to all interested parties at all levels within our organization to ensure that all individuals understand their responsibility for ensuring quality control. Project Managers have lead control to directly supervise and review projects to ensure quality control. The executive managers (shown below) take responsibility implementing quality control to continually exceed the certification standards for ISO 9001:2015.

ProLogic ITS has a risk management process in place for handling all problems and providing solutions to these problems. The assigned Project Manager, or Project Coordinator, has the responsibility to solve the problem or escalate it to a higher decision authority. The problem will remain assigned to this individual, as the sole contact for the customer, until the provided solutions meets the customer's needs.

As a certified ISO 9001:2015 company, we are required to meet high standards of quality not often found in other companies. ProLogic ITS has a quality policy that provides a framework for the setting and review of objectives in addition to our commitment to satisfy applicable customers' regulatory and legislative requirements regardless of the timeline or urgency of the requirement. ProLogic ITS has experience handling urgent requirements, while providing solutions with very quick turnaround.

Project Managers are assigned to each and every project. ProLogic follows a Project Management methodology as defined by the Project Management Institute (PMI) and an Application Development Cycle that is both iterative and incremental in its approach while adhering to the planned requirements. ProLogic ITS has PMP certified Project Managers nationwide supporting 5 distinct regions: South East, North East, South West, North West, and the Mid-West. While each project is customized to fit our client's needs, the Project Management team is ultimately responsible for planning, identifying risk, managing issues, following change management procedures, measuring and reporting, quality assurance, and monitoring the budget.

Our customers receive value through ProLogic's Project Manager in the following ways:

- Provide Single point of Accountability – a single framework covers all aspects of the project, providing you with a single point of contact for all aspects of project execution as well as a clear understanding of how each activity within the project supports the accomplishment of overall business objectives.
- Provide a methodology that is based on proven tools – the Project Management methodology is based on processes, principles and tools that have been proven on numerous engagements throughout the industry.
- Provide quality – use performance and quality metrics to ensure we meet or exceed all established service level criteria and relentlessly work to improve service levels, reduce costs, increase personnel productivity, and simplify IT activities.

ProLogic ITS has perfected our deployment services over the years to reduce end-user downtime while maximizing technology investments. We've spent years designing a fluid process to enhance the end-user experience from pre-planning, configuration, logistics, deployment, legacy IT removal to post-deployment support.

At ProLogic, we desire to be the most reliable resource for our customers, by offering best-of-breed solutions to complex challenges — going above and beyond the call and having our customers know that we have their best interest in mind. Whether purchasing new vehicles or retrofitting your existing fleet, allow ProLogic the opportunity to enhance your experience by using industry standard processes and best of breed solutions to meet the high standards and demands that you deserve.

We have dedicated resources specializing in Vehicle Upfitting, In-Car Installations, Rugged Mobility and Audio-Visual Products. Our installers are background checked, drug tested and will clear a Level 3 CJIS Test when needed.

Fleet Upfitting and In-Car Installations:

- FirstNet Broadband Network Integration
- Antenna Installation
- Computer Mounts & Integration
- Digital In-Car Video/Audio Recording Systems
- Emergency Lighting (Concealed Lights & Light Bars)
- Equipment & Supplies
- Equipment Storage Solutions
- Fire Apparatus
- Full & Half Partitions
- GPS Tracking Systems
- Gun Racks Installation
- In Car Video Systems
- K-9 Cage & Temperature Activated Systems
- License Plate Readers (LPR's)
- Prisoner Rear Seat Systems
- Push Bars/Skid Plates/Brush Guards
- Radio Systems Security Systems

ProLogic ITS

We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed for excellent performance with a lower overall cost of ownership.

ProLogic ITS solution architects and technicians bring years of mobility experience and knowledge in Public Sector, Federal, and Commercial Industries, striving tirelessly for complete customer satisfaction. All mobile installation procedures are always in compliance with all Federal Motor Vehicle Safety Standards.

Managed National Installation Solutions Include:

- GPS Fleet Tracking
- Wireless Mobility Push-to-Talk
- Routers & Modems
- Antennas
- Rugged & Semi-Rugged Mobility
- Laptops & Tablets
- Asset Tagging
- Docks
- Vehicle Graphics
- Other mobile fleet solutions

QAS International

REGISTRATION CERTIFICATE

This document certifies that the administration systems of

ProLogic ITS

106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102, USA

have been assessed and approved by QAS International to the following management systems, standards and guidelines:

ISO 9001 : 2015

The approved administration systems apply to the following:

ProLogic ITS, located in Acworth, Georgia, is an end-to-end Information Technology Solution Provider. Clause 8.3 Design and development of products and services is not applicable to the QMS.

Original Approval	***21st October 2016***
Current Certificate	***21st October 2018***
Certificate Expiry	***21st October 2019***
Certificate Number	***US3445***

Signed: Certification Officer

On behalf of QAS International

This certificate remains valid while the holder maintains their administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.
Issuing Office: QAS International, 20A Oxford Street, Malmesbury, Wiltshire SN16 9AX, UK

2019
Cherokee County Occupation Tax Certificate

This certifies that the business or individual listed below is hereby authorized to conduct business within the Unincorporated Areas of Cherokee County.

LC20130000921

ProLogic ITS, LLC

106 Northpoint Pkwy, Acworth, GA 30102

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

Issuance Number

January 04, 2019
Date Issued

541519
NAICS Code

Commercial
TYPE

Occupation tax is payable annually starting January 1
Date Due

Katie L. Parker

License Officer

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/9/2019 11:53:18 PM

BUSINESS INFORMATION	
CONTROL NUMBER	13464989
BUSINESS NAME	ProLogic ITS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/09/2019

PRINCIPAL OFFICE ADDRESS	
ADDRESS	106 Northpoint Pkwy, Bldg 2, Ste 350, Acworth, GA, 30102, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
Chris Crapps	503 Poplar Creek Crossing, Canton, GA, 30114, USA	Cherokee

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Chris Crapps
AUTHORIZER TITLE	Member

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

THE CITY OF ALPHARETTA GEORGIA

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

RFP TITLE:	**UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES**
RFP #:	**20-105**
RFP RESPONSE DUE DATE/TIME:	**AUGUST 29, 2019 AT 10:00 AM**
RFP ISSUE DATE:	**AUGUST 1, 2019**
NUMBER OF PAGES:	**58 PAGES**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052 FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Procurement Website: https://www.ebidexchange.com/alpharetta

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONLY ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

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 Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, 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 requirements 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.

FIRM/OFFEROR NAME:	ProLogic ITS, LLC
FIRM/OFFEROR MAILING ADDRESS:	106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102
FIRM/OFFEROR PHONE NUMBER(S):	866-923-0513
FIRM/OFFEROR FAX NUMBER(S):	770-975-1144
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102
AUTHORIZED OFFEROR SIGNATURE:	
PRINTED NAME OF SIGNER:	Paul Sprayberry
OFFEROR FEDERAL I.D. NUMBER:	46-4101495
OFFEROR DUNS NUMBER:	079353667

SECTION 2.3

SCOPE OF WORK

ProLogic ITS
106 Northpoint Parkway, Building 2, Suite 350
Acworth, Georgia 30102
www.prologicits.com

Managed Deployment

Upfitting and Equipment Maintenance

Statement of Work

Provider: ProLogic ITS

Client: City of Alpharetta

Scope of Services 3
Overview of Services 3
Program Manager or Project Manager 3
Scheduling Assumptions 4
Client Responsibilities 4
Types of Wires 5
Fusing of Wires 5
Encasing & Routing of Wires 5
Power/Ground Wires 5
Scope Overview 5
Assumptions 6
Pricing 6
Pricing Notes 7
General 7

Scope of Services

This Statement of Work ("SOW") describes the services provided by ProLogic ITS also known as (Provider) located at 106 North Point Parkway, Suite 350 Acworth GA. 30102 for City of Alpharetta also known as ("Client") located at 2 Park Plaza Alpharetta, GA 30009. The term of this SOW shall begin on the date of the last signature and will end upon contract completion unless otherwise stated herein.

- The duration of the project is expected to be 1 year and will renew annually, if mutually agreed upon.
- Service Hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local time (excluding nationally-observed holidays) based on a forty (40) hour week.
- The Est. number of vehicles to receive services are 5
- Client Contact Name: Stephanie Cochran
- Client Address: 2 Park Plaza Alpharetta, GA 30009.
- Client Contact Number: 678-297-6052
- Client Contact Email: purchasing@alpharetta.ga.us

Overview of Services

ProLogic Professional Services

- Receipt of Customer Owned Inventory (Vehicles)
- Procurement and Installation of Emergency Lighting Equipment (Upfitting)
- Delivery of Customer Owned Inventory (Vehicles)
- Emergency Lighting Maintenance

Program Manager or Project Manager

Provider will manage and implement the deployment of equipment described under this SOW ("Services"). Provider will need the Client to assign a program manager who will coordinate the activities to be performed under this SOW ("PM"). The PM for each party will serve as the point-of-contact for all communications and any modification to the scope, requirements, or responsibilities under this SOW. The Provider Responsibilities are as follows:

- Facilitate meetings to communicate roles and responsibilities, review assumptions and requirements, and schedule activities.
- Serve as central point of contact for all service delivery related issues.
- Facilitate Change Requests for existing services or proposed services which are in addition to or outside the scope of services provided under this SOW.
- Facilitate escalation issues to the appropriate management levels.
- Provide reports to Client on a periodic basis, as mutually agreed, with respect to the Services being performed under this SOW.
- Manage and coordinate the installation support resources, schedules support resource shifts, and prioritize and controls installation support resource's daily activities.
- Scale and staff adequate resources to meet timeframes for applicable Services selected by Client.
- Work with the Client PM to resolve deployment issues.
- Use standard industry recognized project management tools and methodologies.
- Employ a regular reporting mechanism to identify project tasks, next steps, and potential problems.
- Make any changes associated with the project in compliance with the Change Management Process.

Provider and Client will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions must be finalized 30 days prior to project kickoff so Provider can commit resources to perform the pilot. Upon completion of the pilot, Provider and Client will review the results and identify any necessary modifications to the Services and/or prices.

Schedules

Provider and Client will mutually agree in writing to a deployment schedule and group of end users that make up each schedule group ("Schedule Group") and that schedule will be provided to the Provider. The deployment schedule will be distributed by Client to end-users identified in each Schedule Group prior to the scheduled installation of their systems. Client will promptly notify Provider of any conflicts in order to lock the schedule prior to the scheduled installation date. All engagements will follow the below timeline.

T-30 days
- Provider Engagement Notification
- PO Confirmation
- Partner & Provider Transition Call
- Internal Scope Verification

T-20 days
- Client Kickoff Call
- Client Scope Verification

T-15 days
- Client Work Instructions for technicians received and reviewed for out of scope issues and completeness
- Client Schedule reviewed or Scheduling set up by Provider using information provided by Client
- Product delivery address(s) confirmed

T-10 days
- Initial Signoff Templates sent to Client for approval
- Vehicle Diagrams provided to Client for confirmation (if needed)
- Initiate Installation Schedule

T-5 days
- Confirm Build Sheets for Installation Team
- Pull Product and Stage for Installation
- Notify Client of Estimated Delivery Date

Scheduling Assumptions

- Installation schedule must be set 30 days prior to performing services.
- Schedules will maximize the quantity of Services / Builds.
- Schedule Groups will be formed to allow a consistent volume of Services.
- Services will be scheduled to take place over consecutive days to ensure maximum efficiency of resources.
- Installations canceled after techs are assigned, travel booked or product shipped are subject to cancelation and rescheduling fee.

Client Responsibilities

Client's Program Manager will work with the Provider and designated representatives to support the activities prior to and during implementation of the Program. These responsibilities include, but are not limited to:

- Assign a single point of contact.
- Provide requirements and technical data if needed for the Services.
- Ensure all necessary Client resources are available for the duration of the Program.
- Procure product in a timely manner and have reasonable expectation of turnaround times.
- Maintain communication with Provider to prevent scheduling conflicts.
- Provide access to Client facilities and vehicles as needed to complete the Services herein.
- Provide a resource to sign off on the services performed upon delivery.

- Facilitate escalation of communications between Provider and Client as needed to engage appropriate management levels and to obtain approvals.
- Client will provide contact information for the dealership where vehicles are purchased.
- Upon placing a vehicle order, Client will ensure Providers address is listed as the official drop site for net new purchase of vehicles.
- Client will agree to net 30 days terms.
- Let it be known, changes to vehicle build sheets, designs, and or product changes must be addressed via a standard change order request.

Types of Wires

All wiring shall be GXL high temperature automotive wire unless noted otherwise. All wires should be color coded and a wiring diagram provided upon request.

Fusing of Wires

All wiring shall be properly fused per manufactures recommendations and mounted as close as possible to the power source. Fused factory supplied power and ground sources shall be used when provided. A console mounted constant and ignition fuse panel, battery shutoff timer and resettable circuit breaker will be used when the applications dictates it is needed.

Encasing & Routing of Wires

All exposed wire shall be encased in split wire loom, routed away from heat and sharp objects. Grommets used where needed and/or required and properly secured. All wire will be neatly tied and secure. All holes drilled into the vehicle will be properly sealed to insure weatherproofing. Wire will be out of the way of any equipment that may be adjusted and not interfere with any moving parts in the vehicle. Wherever possible wiring should be routed along with the vehicle manufactures' wire harness. All wiring shall be continuous runs without splices and/or butt connectors unless necessary.

Power/Ground Wires

All power points will be taken directly from the battery and/or factory supplied power leads. All ground wires will be connected to factory ground studs and/or factory supplied ground leads.

Mounting of Equipment

All of the equipment shall be mounted out of the Airbag Deployment Zone and easily accessible by operator. All Equipment installations shall be performed per manufactures' specifications and/or instruction sheets with hardware/mounting brackets provided by the manufacture.

Uniformity

All vehicles shall be equipped identically to the others as per specs provided by the specific agency. Any deviations or specs will require written request and approval from agency supervisor.

Scope Overview

Provider will be responsible for the services herein, optional services or services not listed herein will be subject to a change order.

Receipt of Client Owned Inventory (Vehicles)

- Provider will receive Client owned Vehicles at Providers local facility.
- Vehicles will be inspected for cosmetic damage, scratches, scuffs and other blemishes upon delivery from the dealership and immediately report findings to the Client.

- Once accepted, Provider will load the VIN# and other related items into Providers Inventory Management System and provider Client with delivery verification documents.

Procurement and Installation of Emergency Lighting Equipment (Upfitting)

- Provide a secure, ISO 9001 certified facility for all product procured.
- Provider will process each Client PO within 24 hours of receipt.
- Upon receipt, all product will be placed into Providers Inventory Management System for tracking and verification purposes.
- Product will be inventoried until each item purchased is received.
- Provider will develop initial build layout and design and schedule a call or face to face meeting with the Client for verification.
- Once verified and mutually agreed upon by both parties, Provider will schedule the build and provide an estimated delivery date.
- Provider will supply all installation tools and installation parts such as; tie straps, tape, connectors, wire loom etc.) used for installation.
- Once complete, Provider will run a series of QC Lighting and Siren test to ensure proper functionality of all newly installed equipment.

Delivery of Customer Owned Inventory (Vehicles)

- Upon final completion of each vehicle build, Provider will schedule the delivery of each newly equipped vehicle at a mutually agreed upon date and time.
- Perform post inspection and obtain client signature.

Emergency Lighting Maintenance

- Provider agrees to warranty the installation of all Provider installed equipment for the term of two (2) years. Let it be known, that any work performed by any other company, individual or manufacturer will void the installation warranty unless Provider approves of third-party workmanship standards.
- Provider will provide an Onsite Technician twice per month as mutually agreed upon for maintenance work.
- Work will be billed at a time and material rate of $125.00 per hour, minimum of 4 hours per visit.
- Perform post inspection and obtain client signature.

Assumptions

- All vehicle's will be net new purchases.
- Retrofitting is not included as part of this agreement, but can be added through Providers Change Order Process.
- Deinstallation of Legacy Hardware is not included.
- Unless otherwise noted, a standard deinstall includes snip, clip and terminate cabling thus leaving legacy cabling intact and hidden from plain site.
- Installations will occur according to a mutually agreed upon schedule.
- Product Returns / Cancelation are subject to a 50% restocking fee.
- Service Cancelations are subject to a cancelation and rescheduling fee of $1,600.00 per instance.

Pricing

Let it be known that prices below match the Clients PO and Providers Quote and this SOW represents only as a description of services to be performed. The per vehicle price for the Services to be performed by Provider, optional services price, and applicable cancellation, and rescheduling fees for the Services are listed below:

Service Description	Qty	Price Per Vehicle

Receipt of Customer Owned Inventory (Vehicles) Procurement and Installation of Emergency Lighting Equipment (Upfitting) Delivery of Customer Owned Inventory (Vehicles) Emergency Lighting Maintenance	TBD	See RFP Proposal

Optional Services	Hrs.	Price Per Vehicle
Hourly Rate (Covers Maintenance Services)	N/A	$125.00
	Total	**TBD**

Pricing Notes

a) Prices for Optional Services are dependent on such Services being performed at the same time the Basic Services are performed. Prices for Optional Services will be subject to increase when such Services are scheduled separately from the Basic Services.
b) Provider must contact Client prior to performing out of scope, time and material, and/or re-schedule services. At time of notification, Provider is required to clearly indicate if additional charges will be incurred and obtain approval to perform the work.
c) All hardware purchased will be billed upon shipment from the manufacture.
d) Prices are based on a continuous flow of Client provided Vehicles. If a continuous flow of Vehicles cannot be made available, then pricing is subject to increase to offset Providers cost.
e) Product Returns / Cancelation are subject to a 50% restocking fee.
f) Service Cancelations are subject to a cancelation and rescheduling fee of $1,600.00 per instance.
g) Payment Terms are net 30 days
h) Services will be billed upon ProLogic / Client sign-off on each install
i) Payment Terms and other contractual information can be located on the ProLogic Website or by visiting http://www.prologicits.com/terms-conditions/

General

IN WITNESS WHEREOF, ProLogic and Client have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date"). If this SOW is not duly signed by the authorized representatives of both parties then services will not be scheduled thus causing the project to be delayed accordingly.

ProLogic ITS, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Client: City of Alpharetta

By: _____

Printed Name: _____

Title: _____

Date: _____

SECTION 2.4

PROJECT SPECIFIC REQUIREMENTS

EXCEPTIONS:

ProLogic ITS is not an authorized dealer for Sound Off Products. Due to this, we are submitting our proposal with substitutions which we hope that the City of Alpharetta will be accepted in place of the Sound Off equipment. We are providing a chart on the following page that shows all equipment listed in the RFP and an alignment to the equivalent products. In a separate location (Section 4 – COST PROPOSAL AND PROPOSAL PRICE CERTIFICATION) you will find our pricing in a similar alignment format.

NOTE: A 2019 Federal Signal Product Catalog is included in the Original Response

2020+ K9 TAHOE PACKAGE								
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/ BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/ BRAND	ALTERNATE ITEM DESCRIPTION
1	K9-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 54"	INTG51-3777063, HKB-LPCHGR11	Federal Signal	51" Integrity, Blue/Blue warning lights, All 2-color with Lightbar hook kit.
2	K9-2	1	#EMPAK	Sound Off Signal	mPower Arrow System	MPSM6-TA15RS	Federal Signal	15-19 Tahoe Spoiler bracket kit, (6) MPS600 lights
		6				MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN
3	K9-3	1	#EMPAKKIT02	Sound Off Signal	mPower Arrow Harness Kit		ProLogic	Created in-house at time of installation
4	K9-4	1	#ENGCP18002	Sound Off Signal	bluePRINT Knob Control Panel	PF200	Federal Signal	Siren/Light Controller with self-contained controls, 100/200 W, OBDII integration capability, integrated Rumbler® capability, and integrated dual-tone capability, 12-outputs
5	K9-5	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. in Line Item 4		Inc. in Line Item 4
6	K9-6	3	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs
7	K9-7	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. in Line Item 4		Inc. in Line Item 4
8	K9-8	3	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4
9	K9-9	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4
10	K9-10	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Chevy Tahoe
11	K9-11	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal bail bracket, holds (1) ES100C
12	K9-12	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
13	K9-13	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
14	K9-14	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	MPSM6-SB	Federal Signal	Swivel mount for (1) MPS6 light
15	K9-15	6	#ENFSSS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
16	K9-16	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN
17	K9-17	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-TAH15MIR	Federal Signal	Pair of side mirror brackets for 2015+ Tahoe (MPSW9)
18	K9-18	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light
19	K9-19	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
20	K9-20	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
21	K9-21	2	#PNT3DGBB	Sound Off Signal	Intersector Surface Mount Bracket	MPSM6-LB	Federal Signal	L-Bracket for (1) MPS6 light
22	K9-22	1	#36-53805	Westin	Tahoe Pushbumper	PBX04	Federal Signal	Push bumper, 2015+ Chevy Tahoe
23	K9-23	1	#36-5380PB	Westin	Tahoe Pit Bar	PBX-PIT04	Federal Signal	PIT Bars for use with PBX04
24	K9-24	1	#36-53805W	Westin	Tahoe Upper Wings	PBXW-TAH15	Federal Signal	Wing Wrap for 2015+ Chevy Tahoe
25	K9-25	1	#36-6015S4	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	PBX-TC4L-4	Federal Signal	Four-Light top-channel for Chevy Tahoe
26	K9-26	1	K9-C23	Havis	K9 Transport System - 1 Dog	No part number	American Aluminum	E/Z Rider K9 Unit- Platform System (Kit Pricing)
27	K9-27	1	K9-A-104	Havis	Window Guards for K9 Transport System	Inc. in Line Item 26	American Aluminum	Inc. in Line Item 26
28	K9-28	1	K9-A-301	Havis	K9 Transport Fan Option	No part number	American Aluminum	Electronics Cool Guard Fan Kit
29	K9-29	1	HP5020	Radiotronics	ACE K9 Hot n Pop Pro	As Spec'd		
30	K9-30	1	HAP-ESFS-K	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	As Spec'd		
31	K9-31	1	AWD-7010	Radiotronics	ACE K9 WatchDog	As Spec'd		
32	K9-32	1	#T-CHTAHM1-15N-PP	Truck Vault	Magnum Height Single Drawer Storage Box	As Spec'd		
33	K9-33	1	425-6621	Jotto Desk	Chevy Tahoe IPBCC Conture Console	As Spec'd		
34	K9-34	1	425-3704	Jotto Desk	Dual Cup Holder 4"	As Spec'd		
35	K9-35	1	425-6295	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	As Spec'd		
36	K9-36	1	425-6053	Jotto Desk	Blank Faceplate 3"	425-6359	Jotto Desk	Blank Faceplate - 4" Faceplate
37	K9-37	1	425-6281	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6287	Federal Signal	Pathfinder - 3" Faceplate
38	K9-38	1	425-3843	Jotto Desk	Side Hinged Armrest	As Spec'd		
39	K9-39	1	425-2827	Jotto Desk	Console Computer Side Mount	As Spec'd		
40	K9-40	2	425-3816	Jotto Desk	Magnetic Mic	As Spec'd		
41	K9-41	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd		
42	K9-42	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd		
43	K9-43	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd		
44	K9-44	1	PJ722	Brother	PocketJet 7 Printer	As Spec'd		
45	K9-45	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd		
46	K9-46	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd		
47	K9-47	1		Utility Camera	Install of Utility Rocket IoT-X System	Labor		
48	K9-48	1		Motorola	Install of APX 4500 Radio with O2 Control Head	Labor		
49	K9-49	1		Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage	Labor		
50	K9-50	1	Misc	Tint	All windows 10% for K9	As Spec'd	ProLogic	Includes 4 windows
51	K9-51	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge			
		1						Shipping

2020+ FORD SUV PATROL PACKAGE								
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/ BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/ BRAND	ALTERNATE ITEM DESCRIPTION
1	PSUV-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 48"	INTG44-3777074, HKB-FPIU20	Federal Signal	44" integrity, Blue/Blue warning lights, All 2-color, B/W Front, B/A Rear. With Lightbar Hook Kit
2	PSUV-2	1	#EMPAK	Sound Off Signal	mPower Arrow System	MPSM6-FPIU20RS2	Federal Signal	2020 Ford Interceptor Utility spoiler bracket for (6) MPS6 lights
		6				MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN
3	PSUV-3	1	#EMPAKKIT02	Sound Off Signal	mPower Arrow Harness Kit		ProLogic	Created in-house at time of installation
4	PSUV-4	1	#ENGCP18002	Sound Off Signal	bluePRINT Knob Control Panel	PF200	Federal Signal	Siren/Light Controller with self-contained controls, 100/200 W, OBDII integration capability, integrated Rumbler® capability, and integrated dual-tone capability, 12-outputs
5	PSUV-5	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. in Line Item 4		Inc. in Line Item 4
6	PSUV-6	3	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs
7	PSUV-7	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. in Line Item 4		Inc. in Line Item 4
8	PSUV-8	3	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4
9	PSUV-9	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4
10	PSUV-10	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford Police Interceptor Utility
11	PSUV-11	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal ball bracket, holds (1) ES100C
12	PSUV-12	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
13	PSUV-13	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
14	PSUV-14	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	IPX-RSW4	Federal Signal	Pair of cargo side window brackets/covers, each holds (1) MPS6 light, 2015+ Ford Police Interceptor Utility
15	PSUV-15	2	#ELUC3H0108	Sound Off Signal	Universal Undercover LED	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
16	PSUV-16	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN
17	PSUV-17	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FPIU2-MIR	Federal Signal	Pair of side mirror brackets for 2020 Ford Police Interceptor Utility (MPSW9)
18	PSUV-18	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light
19	PSUV-19	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
20	PSUV-20	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
21	PSUV-21	2	#PNT3DG8B	Sound Off Signal	Intersector Surface Mount Bracket			Mounting solution included as part of the PIT Bar
22	PSUV-22	1	#36-2055	Westin	PI Utility Pushbumper	PBX07	Federal Signal	Push bumper, 2020 Ford Police Interceptor Utility
23	PSUV-23	1	#36-2055PB	Westin	PI Utility Pit Bar	PBX-PIT07	Federal Signal	PIT Bars for use with PBX07
24	PSUV-24	1	#36-2055W	Westin	PI Utility Upper Wings	PBXW-FPIU20	Federal Signal	Wing Wrap for 2020 Ford Police Interceptor Utility
25	PSUV-25	1	#36-6005S4	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	PBX-TC4L-3	Federal Signal	Four-Light top-channel for 2020 Ford Police Interceptor Utility
26	PSUV-26	1	#36-2005WC	Westin	PI Utility Elite Upright Wire Cover	PBX-WC1	Federal Signal	Wire covers for use with PBX07 for Ford Utility
27	PSUV-27	1	GK10301S1USSCA	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	As Spec'd		
		1				GT1372ITU20	Setina	FIREARM SPT KIT WITH MOUNT PLATE
28	PSUV-28	1	1K0574ITU12FSR	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU20FSR	Setina	SPT Single Prisoner Transport Partition #6VS SPT Stationary Window Coated Polycarbonate *FOR USE WITH: -Full REPLACEMENT Transport Partition Seat
29	PSUV-29	1	QK0635ITU12	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU20	Setina	Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Vinyl Coated Expanded Metal Cargo Area Rear Partition
30	PSUV-30	1	QK0491ITU12	Setina	Floor Pan TPO Plastic	QK0491ITU20	Setina	Floor Pan TPO Plastic
31	PSUV-31	1	PP9640	Setina	Vdrain for Floor Pan	As Spec'd		
32	PSUV-32	1	DK0100ITU12	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU20	Setina	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels
33	PSUV-33	1		Setina	Rear Cargo Storage System	TK0250ITU20	Setina	2 Drawer plus Electronics Storage Tray, handle key locks (2)
34	PSUV-34	1	425-6473	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6508	Jotto Desk	Ford PI Utility (2020+) Integrated Pentax/Brother Contour Console - IPBCC
35	PSUV-35	1	425-3704	Jotto Desk	Dual Cup Holder 4"	As Spec'd		
36	PSUV-36	1	425-6295	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	As Spec'd		
37	PSUV-37	1	425-6053	Jotto Desk	Blank Faceplate 3"	425-6359	Jotto Desk	Blank Faceplate - 4" Faceplate
38	PSUV-38	1	425-6281	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6287	Federal Signal	Pathfinder - 3" Faceplate
39	PSUV-39	1	425-3841	Jotto Desk	Side Hinged Armrest	As Spec'd		
40	PSUV-40	1	425-1530	Jotto Desk	Utility Box - Faceplate Mount 4"	As Spec'd		
41	PSUV-41	1	425-5542/4143	Jotto Desk	Console Computer Side Mount	As Spec'd		
42	PSUV-42	2	425-3816	Jotto Desk	Magnetic Mic	As Spec'd		

43	PSUV-43	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd		
44	PSUV-44	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd		
45	PSUV-45	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd		
46	PSUV-46	1	PJ722	Brother	PocketJet 7 Printer	As Spec'd		
47	PSUV-47	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd		
48	PSUV-48	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd		
49	PSUV-49	1	Misc	Utility Camera	Install of Utility Rocket IoT-X System	As Spec'd		
50	PSUV-50	1		Motorola	Install of APX 4500 Radio with O2 Control Head	As Spec'd		
51	PSUV-51	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd		
52	PSUV-52	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services		
		1						Shipping
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE								

2020+ FORD SUV ADMIN PACKAGE								
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/ BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/ BRAND	ALTERNATE ITEM DESCRIPTION
1	ASUV-1	1	#ENFWBF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	SIFMS-3596585	Federal Signal	2020 Ford PIU, Split Front Headliner, (8) Blue/White LED reflectors, Convergence Network Compatible
2	ASUV-2	1	#ENFWBRF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	SIFMH-3576979	Federal Signal	2020 Ford PIU, Rear Hatch, (8) Blue/Amber LED reflectors, Convergence Network Compatible
3	ASUV-3	1	#ETSA462HPP	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability
4	ASUV-4	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB2-FPIU20ND	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with No drill bracket for mounting (2) Es100C speakers behind the grille for 2020 Ford PIU
5	ASUV-5	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620U-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White
		2				IPX-GRL16	Federal Signal	Single, no drill, grille bracket w/hardware, horizontal mount orientation for (2) MPS6 lights on 2020 Ford PIU
6	ASUV-6	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620U-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White
7	ASUV-7	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS652-BW	Federal Signal	MicroPulse Hood Dual Color Blue/White
8	ASUV-8	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	MPSM6-SB	Federal Signal	Swivel mount for (1) MPS6 light
9	ASUV-9	2	#PMP2BKDGAJ	Sound Off Signal	90 Degree Bracket Kit for mpower	Inc. w/ line item 8		Inc. w/ line item 8
10	ASUV-10	2	#ELUC3H010B	Sound Off Signal	Universal Undercover LED	416900-BW	Federal Signal	Dual Color Corner LED with in-line flasher, Blue/White
11	ASUV-11	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9-BW	Federal Signal	MPS WIDE ANG,BLU/WHT
12	ASUV-12	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FPIU2-MIR	Federal Signal	Pair of side mirror brackets for 2020 Ford Police Interceptor Utility (MPSW9)
13	ASUV-13	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light
14	ASUV-14	1		Setina	Rear Cargo Storage System	TK0250ITU20	Setina	Rear Cargo Storage System
		1				TF2234ITU20	Setina	Free Standing Cargo Bracket Kit
15	ASUV-15	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd		
16	ASUV-16	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd		
17	ASUV-17	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom embroidery	As Spec'd		
18	ASUV-18	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd		
19	ASUV-19	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services		
		1						Shipping
	TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE							

2020+ FORD F-150 PATROL PACKAGE								
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/ BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/ BRAND	ALTERNATE ITEM DESCRIPTION
1	PF150-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 54"	INTG51-3777063, HKB-FRD15	Federal Signal	51" Integrity, Blue/Blue warning lights, All 2-color with Hook Light Kit for Toolbar
2	PF150-2	1	#ENGCP15001	Sound Off Signal	bluePRINT Handheld Controller	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability
3	PF150-3	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. w/ line item 2		Inc. w/ line item 2
4	PF150-4	2	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs
5	PF150-5	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. w/ line item 2		Inc. w/ line item 2
6	PF150-6	2	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2
7	PF150-7	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2
8	PF150-8	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford F150
9	PF150-9	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal bail bracket, holds (1) ES100C
10	PF150-10	4	#EMPS2QMS5BAW	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN
11	PF150-11	4	#EMPS2QMS4E	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
12	PF150-12	4	#PMP2BKEDGE	Sound Off Signal	mPower Edge Mount Brackets	Not Needed	Federal Signal	Not Needed
13	PF150-13	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN
14	PF150-14	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FRD15MIR	Federal Signal	Pair of side mirror brackets, each bracket holds (1) MPSW9 light, Ford F150
15	PF150-15	1	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light
16	PF150-16	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
17	PF150-17	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN
18	PF150-18	1	#36-52065	Westin	F-150 Pushbumper	PB06	Federal Signal	Push bumper, 2020 Ford F150
19	PF150-19	1	#36-601554	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	PBX-TC4L-4	Federal Signal	Four-Light top-channel for Ford F150
20	PF150-20	1	#36-52065WC	Westin	PI Utility Elite Upright Wire Cover	N/A		N/A
21	PF150-21	1	#316-01	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	As Sped'd		
22	PF150-22	1	425-3816	Jotto Desk	Magnetic Mic	As Sped'd		
23	PF150-23	1	425-5046/4143	Jotto Desk	Laptop Mount for Ford F-150	As Sped'd		
24	PF150-24	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Sped'd		
25	PF150-25	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Sped'd		
26	PF150-26	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Sped'd		
27	PF150-27	1	PJ722	Brother	PocketJet 7 Printer	As Sped'd		
28	PF150-28	1	14.0553	Sho-Me	Triple Outlet Box	As Sped'd		
29	PF150-29	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Sped'd		
30	PF150-30	1		Utility Camera	Install of Utility Rocket IoT-X System	As Sped'd		
31	PF150-31	1		Motorola	Install of APX 4500 Radio with O2 Control Head	As Sped'd		
32	PF150-32	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Sped'd		
33	PF150-33	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services		
		1						shipping
	TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE							

2020+ FORD F-150 ADMIN PACKAGE								
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/ BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/ BRAND	ALTERNATE ITEM DESCRIPTION
1	AF150-1	1	#ENFWBF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	SIFMS-3596585	Federal Signal	2020 Ford F150, Split Front Headliner, (8) Blue/White LED reflectors, Convergence Network Compatible
2	AF150-2	1	#ENGCP15001	Sound Off Signal	bluePRINT Handheld Controller	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability
3	AF150-3	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. w/ line item 2		Inc. w/ line item 2
4	AF150-4	2	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs
5	AF150-5	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. w/ line item 2		Inc. w/ line item 2
6	AF150-6	2	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2
7	AF150-7	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2
8	AF150-8	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford F150
9	AF150-9	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB2-FRD15ND	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Mounts (2) ES100C Vehicle Specific bracket for Ford F150
10	AF150-10	4	#EMPS2QMS5BAW	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN
11	AF150-11	4	#EMPS2STS4M	Sound Off Signal	mPower Fascia 4" Stud Mount	CNSM8R-1566576068	Federal Signal	Custom Config. 8-head CN SignalMaster, All 2-color, 8-head SignalMaster Blue/Amber
12	AF150-12	4	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	SLB-FRD15ND	Federal Signal	8-head bracket for CNSM or Latitude, no drill, Ford F-150
13	AF150-13	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN
14	AF150-14	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FRD15MIR	Federal Signal	Pair of side mirror brackets, each bracket holds (1) MPSW9 light, Ford F150
15	AF150-15	1	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light
16	AF150-16	1	#316-01	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	As Spec'd		
17	AF150-17	1	425-3816	Jotto Desk	Magnetic Mic	As Spec'd		
18	AF150-18	1	425-5046/4143	Jotto Desk	Laptop Mount for Ford F-150	As Spec'd		
19	AF150-19	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd		
20	AF150-20	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd		
21	AF150-21	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd		
22	AF150-22	1	PJ722	Brother	Pocketjet 7 Printer	As Spec'd		
23	AF150-23	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd		
24	AF150-24	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd		
25	AF150-25	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd		
26	AF150-26	1		PROLOGIC ITS	Labor and Delivery	ProLogic Services		
		1						Shipping
	TOTAL, ALL-IN COST: 2020+ FORD F-150 ADMIN PACKAGE							

FEDERAL SIGNAL
Safety and Security Systems

2645 Federal Signal Drive
University Park, Illinois 60484-3167
708-534-3400
fedsig.com

To Whom it May Concern,

ProLogic ITS is a current Signature Partner with Federal Signal covering the Georgia market in reference to Law Enforcement. They are active and in good standings. Please reach out if I can answer any more questions.

https://www.fedsig.com/where-to-buy?product_category=281&country=All&province=All&state=GA

Thank you,

Blake Wilbor
Senior Sales Manager-Law Enforcement-AL.GA.SC
bwilbor@fedsig.com
678-675-8250

8/26/19

August 15th, 2019

ProLogicITS
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

RE: Confirmation of an Authorized Reseller

This letter serves to confirm that ProLogicITS is an authorized reseller of Gamber-Johnson, LLC products.

Sincerely,

Brian Dewitt

Brian Dewitt
Vice President of Finance and Controller

p. 715.344.3790 x351
e. Brian.Dewitt@gamberjohnson.com
gamberjohnson.com

TRUCK VAULT
SECURE STORAGE SOLUTIONS®

Monday, August 26, 2019

To Whom It May Concern:

This is to inform you that TruckVault, Inc. is an industry leading manufacturer of secure storage systems for vehicles located in Sedro-Woolley, WA.

We are proud of our affiliation with Pro Logic ITS, located in Acworth, GA as an authorized reseller for TruckVault products. As such Pro Logic ITS is authorized to resell and respond to customer inquiries on behalf of TruckVault Inc.

TruckVault Inc. *is* currently the sole source manufacturer of ***TruckVault*** products with all production done at our facility in Sedro-Woolley, WA and proudly distribute these products in GA through Pro Logic ITS.

Please contact me with any questions that you may have.

Sincerely,

Don Torset
East Coast Territory Manager
dont@truckvault.com
TruckVault, Inc. -USA
Toll Free: (800) 967-8107
Fax: (360)855-2239

AMERICAN ALUMINUM
ACCESSORIES, INC.
3291/3882 US Hwy 19 South Perry, Florida 32348

August 26, 2019

Subject: American Aluminum Acc, Inc.-Authorization of Distributor/Dealer

Purpose: General Sales and Service

To Whom It May Concern:

American Aluminum hereby names the following Prologic ITS

as its authorized distributor/dealer for purpose of general sales and service.

By signing this letter, American Aluminum hereby authorizes Prologic ITS to offer products and services manufactured and provided by American Aluminum.

This letter is effective as of August 26, 2019 and continues for the time of the above mentioned contract up to (3) three years.

If you have any questions concerning this matter, please contact Jennifer Arnold at 1-800-277-0869.

Sincerely,

Jennifer Arnold, President
AAA, Inc.

tessco

August 28, 2019

ProLogic ITS
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

Re: Authorized Reseller Qualification Letter

To Whom It May Concern:

ProLogic ITS is an authorized reseller of Tessco Technologies, Inc. and has access to all commercial products distributed by Tessco Technologies, Inc., including all Havis products.

Please direct any questions to Steve Purcell at 410-229-1386.

Sincerely,

Cynthia L. King

Cynthia L. King
Vice President, Commercial Sales

11126 McCormick Road
Hunt Valley MD 21031-1494
TEL 410-229-1000 | FAX 410-527-0005 | tessco.com

HAVIS
Productivity in motion

Havis, Inc.
75 Jacksonville Road
Warminster, PA 18974
T 800-524-9900 F 215-957-0729
www.havis.com

August 28, 2019

TESSCO TECHNOLOGIES, INC.
11126 MCCORMICK ROAD
HUNT VALLEY, MD 21031

Re: Authorized Reseller Qualification Letter

To Whom It May Concern:

TESSCO TECHNOLOGIES, INC.is an authorized Distributor for Havis, Inc. products. TESSCO TECHNOLOGIES, INC. has access to the Havis product line and have met all necessary requirements to service and sell our products.

Please direct any questions to me at 800-524-9900.

Sincerely,

Chris Bernert
Director of Sales

ISO 9001 CERTIFIED
QUALITY MANAGEMENT SYSTEM

SECTION 3

OFFEROR QUALIFICATION AND REQUIREMENTS

ProLogic ITS, LLC - What We Do

From tried-and-true solutions to today's cutting-edge advancements in technology, ProLogic ITS brings together all the elements customers need and expect from a trusted source for IT products, professional services and overall solutions. ProLogic ITS has become the technology partner of choice for customers because of our expertise in collaboratively transforming technology and professional services and incorporating the newest technical innovations and professional services techniques.

Our mission is to be the technology partner of choice for customers by collaboratively transforming technology not only to aid the global community today, but to prepare it and its citizens for tomorrow, by seeking out the newest technical innovations and services that ProLogic ITS can offer.

ProLogic ITS is an ISO 9001:2015 company. Our certified technicians work in an efficient, secure processing facility to complete deployment to fit the customer's timeline. Our 87,000 square foot warehouse has been designed to facilitate our shipping and receiving procedures, as well as to ensure the safety of all equipment we receive. This ensures that it will arrive in our customer's hands in perfect, working condition.

ProLogic ITS, LLC, is conveniently located in north metro Atlanta, adjacent to I 75. Our warehouse and offices are located in a facility with the following features:

- 87,000 SF warehouse
- 28 ft. Ceiling Clearance
- CJIS Compliant
- Access Controlled
- ESFR Sprinkler System
- Multi Zones IP Security Cameras
- Remote 24/7/365 Monitoring
- Warehouse Racking System

- Temperature Controlled Configuration, Break-Fix, and Asset Recovery areas
- 20+ Bay Receiving Area

ProLogic ITS is an experienced full lifecycle service provider of First Responder equipment and services, hardware and software solutions and Asset Recovery services. We strive to propose solutions to exceed your technology needs. As your technology provider, we want to help you grow and form a solution unique to fit your requirements and long range plans.

Our experienced, hands-on team can assist in technical planning and create a strategy to accomplish these goals.

- Desktops, Laptops & Tablets
- Servers
- Storage
- Networking
- Security
- Systems Management
- Rugged Mobility
- Backup
- Software
- Upfitting
- Surveillence
- Body Camera and In-Car Video

Procurement/Delivery/Services

At ProLogic ITS, our certified technicians work in an efficient, secure processing facility to complete deployment to fit the customer's timeline. Our warehouse has been designed to facilitate our shipping and receiving procedures, as well as to ensure the safety of all equipment we receive so that it will arrive in our customer's hands in perfect, working condition.

By utilizing wireless bar-coding and specially designed databases, we are able to ensure quality standards in our warehouse shipping and receiving processes. While preparing systems to our customer's specifications, our ProLogic ITS certified technicians will find all any problems with your systems before they leave our warehouse. This process reduces the chance of "Dead-on-Arrival" equipment, so you can rest assured that your systems will arrive at your site in their best possible working conditions. Having been stored and serviced in our warehouse, your product is loaded onto our self-maintained fleet of vehicles. We guarantee that our vehicles are driven by experienced and certified drivers, who have undergone a thorough driving record background check.

Warehousing

We will receive your products at our warehouse for storage until the installation date, and prepare your systems to your specifications. When they are ready, we will deliver the systems to your site with our fleet of vehicles. We have perfected our deployment procedure over the years to provide our customers with fast response time, and to reduce the amount of employee downtime.

We coordinate our installations to meet the customer's needs. Finally, we rely on customer evaluations to improve our project management and installation process.

Delivery

ProLogic ITS utilizes an aggressive delivery schedule and efficient procedures to achieve a quick and high quality service. We continue to fine-tune our process, following industry standards and customer suggestions. Our team of certified technicians is specially trained to provide our customers with the quick and hassle free equipment delivery they deserve.

We aim for 100% satisfaction in catering to your needs and integrating technology at your site with maximum efficiency. Our technicians will keep your staff up-to date on the process, and inform you of any problems as they arise during a deployment. Should a problem arise (e.g. a faulty product arrives from the manufacturer), we will explain any steps being taken to remedy the problem. Most problems are easily fixed by our technicians on site, and will cause no delays to your organization receiving your new systems. Should a problem arise that cannot be remedied on site, ProLogic ITS will take every action necessary to resolve the problem and repair or replace your system in a timely manner.

Depot, Sparing and 3rd Party Warranty Maintainer

ProLogic ITS provides fee added depot, sparing and 3rd party warranty services. These services come with the following requirements:

- System must be covered under qualifying warranty.
- Customer sends an email to our online ticketing portal with the service tag number, a short description of the issue, contact information and return ship to address.
- Pre-paid labels are generated and emailed to the requestor.
- Package the unit with the shipping label applied and ship.
- Units are diagnosed, repaired under warranty, and shipped back at no cost to you.
- If the repair is not covered under warranty an estimate will be provided on the cost to repair prior to the repair being completed.
- Total turnaround time is typically 5 to 7 business days including shipping.
- Eliminates the time required for technical support call, diagnosing the issue, receiving a part and scheduling time for an onsite repair technician, giving you more time to focus on supporting end users

Asset Recovery

ProLogic ITS offers customized asset retirement and recycling programs that ensure legal and data security protection as well as environmental compliance. As your organization updates your technology, the old equipment is deposited in a warehouse or storage area and a designated employee or employees must spend valuable time and resources managing the disposal of these assets. Currently, you have personnel removing your old equipment from multiple sites using your equipment, fuel and personnel, then delivering it back to your warehouse where it is palletized by your staff before it is picked up. If needed, ProLogic ITS can offer a Turn-Key Solution, where we install your new equipment and remove your outdated technology the same day. We will use our trucks, our gas and our staff to offer a painless solution that will definitely save you money. If the Turn- Key Solution doesn't work for your organization, then ProLogic ITS can still pick up your old technology at each individual site as needed.

3.2.2 Comparable Experience / References:

REFERENCES

NAME:	**Cobb County Police Department**
LOCATION:	140 North Marietta Parkway Marietta, GA 30060
CONTACT:	Sergeant Andre Bates
PHONE#:	770-367-7851
EMAIL:	andre.bates@cobbcounty.org
DESCRIPTION OF SERVICES:	Installation of Light Bar, Siren, Havis Mount, In-Car Cameras, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Sliding Trunk Tray, Rear Deck Lights, Rear License Plate Lights, Front Push Bar, Center Console, In Vehicle Modem and Radio.
DATE OF SERVICES:	2016 - present
VALUE:	$250k+

NAME:	**Florida Highway Patrol**
LOCATION:	1551 East International Speedway Blvd Deland, FL 32724
CONTACT:	Sergeant J.L. "Jay" Crosby, CPM
PHONE#:	407-249-6479, Cell: 386-785-4014
EMAIL:	JamesCrosby@flhsmv.gov
DESCRIPTION OF SERVICES:	Installation of Havis Mount, Brother Printer, Rugged Laptops, In Vehicle Modem and all applicable antennas. Following the Technology InCar Installation, we provide a 5-year Extended Warranty Contract which includes our online Ticketing Portal, Break-Fix, Sparing & Depot Services.
DATE OF SERVICES:	2015 - Current
VALUE:	$1.8M - $2.1M

NAME:	**Georgia State Patrol & DOT**
LOCATION:	959 United Ave SE, Atlanta, GA 30316
CONTACT:	Eric Kent
PHONE#:	(404) 699-4368
EMAIL:	ekent@gsp.net
DESCRIPTION OF SERVICES:	Installation of Havis Mount, Brother Printer, Console, Cage, Gun Rack, Radio, Light Bar, Control Head, Siren, In-car Camera System and all applicable antennas.
DATE OF SERVICES:	2016 - present
VALUE:	$250k+

NAME:	**City of Newnan Police Department**
LOCATION:	1 Joseph-Hannah Blvd, Newnan, GA 30263
CONTACT:	Mark Cooper
PHONE#:	770-254-2355 ext. 175
EMAIL:	mcooper@cityofnewnan.org
DESCRIPTION OF SERVICES:	Installation of Laptop Mount, Console, Prisoner Cage (1), Router, Light Package, Control Head, Siren, In-car Camera System and all applicable antennas.
DATE OF SERVICES:	2017-Current
VALUE:	$150k+

NAME:	**Forsyth County Sheriff's Office**
LOCATION:	514 West Maple Street, Suite 104 | Cumming, Georgia 30040
CONTACT:	Nicole Pirkle
PHONE#:	Cell: 470-533-7199 Office: 770-781-3075
EMAIL:	HNPirkle@forsythco.com
DESCRIPTION OF SERVICES:	Installation of Light Bar, Siren, Docks, In-Car Cameras, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Rear Deck Lights, Rear License Plate Lights, Front Push Bar, Center Console. Also providing hardware for the installations.
DATE OF SERVICES:	2018-Current
VALUE:	$750k+

NAME:	**Cherokee County Sheriff's Office**
LOCATION:	498 Chattin Drive Canton, GA 30115
CONTACT:	Jason J. Donley
PHONE#:	678-493-4166
EMAIL:	jjdonley@cherokeega.com
DESCRIPTION OF SERVICES:	Installation of Light Bar, Siren, Docks, In-Car Cameras, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Rear Deck Lights, Rear License Plate Lights, Front Push Bar, Center Console. Also providing hardware for the installations.
DATE OF SERVICES:	2017-Current
VALUE:	$350k+

SAMPLE of Other Agencies & Customers

Gwinnett County Government
Polk County Police Department
Powder Springs Police Department
Milton Police Department
Acworth Police Department
Fulton County Sheriffs Department
Alabama Game & Fish Division
Alabama Law Enforcement Agency

Tuesday, August 20, 2019

To Whom It May Concern:

I am writing this letter to express my recommendation to you in regards to working with Panasonic and ProLogic ITS from the standpoint of a Public Safety entity.

Let's face it... Whenever you're dealing with Information Technology, issues are going to come up. We have been working with Panasonic since at least 2007 and have had a great experience with them. Jeff Orzech with Panasonic has always been there for us whenever we have experienced issues that needed to be addressed by Panasonic. He has always been responsive to our needs and helped to point us in the right direction or to the right Panasonic resource should something need to be addressed. They have even been helpful when the issue was not really theirs to own, but affected us on our Panasonic mobiles. Most recently, this has come in the form of our having GPS issues on our Panasonic mobiles. In the end, it was due to the way that our Public Safety software vendor communicates with the on-board GPS device. The GPS device and its associated Panasonic drivers work fine, but our mobile software could not communicate with the GPS device even though other software products could. This was not necessarily a Panasonic issue; however, Panasonic put us in direct contact with one of their Senior Field Engineers (William Gould). William Gould has been great with us and helped us come up with a workaround to get the GPS to work with our mobile software. This resulted in our making officers safer in the field by being able to locate them when necessary. Since then, William Gould has stayed in contact with us and periodically asks us how things are going with our Panasonic Toughbooks. He even comes out to our department every so often to talk with us and make sure everything is going well. We greatly appreciate his assistance and the relationship we have built with him since working through that issue.

The same type of commitment has been shown by Melissa Sanchez and ProLogic ITS. We started working with Melissa Sanchez years ago when she was with another vendor. She has consistently shown that she cares about our agency as a customer by being prompt to get back with us on questions or issues. She has also shown concern about us as a customer by advising us when she believes that we do not need something she sells or necessarily the quantity we initially requested. How many sales people do you know that will advise you against a purchase from them in order to ensure that you are spending only what you need to spend to accomplish the intended goal? Like Panasonic, she periodically comes out to visit with us and make sure that everything is to our satisfaction as well as to ask about new technological endeavors we may be working towards in the future, etc. It was due to these reasons that we made the decision to follow her when she left the previous vendor and went to ProLogic ITS.

Due to the above reasons and many more, I have no hesitation in recommending both Panasonic and ProLogic ITS to you for assistance with your technological needs. If you have any questions, please feel free to reach out to me. My contact information can be found below.

Thank You,

Brian Nelson
Information Technology - Systems Analyst Supervisor
Athens-Clarke County Police Department
3035 Lexington Road
Athens, GA 30605
706-613-3075
brian.nelson@accgov.com

Letter of Recommendation

To Whom it May Concern:

My name is Aaron Holdiman and I work for the Huntsville Police Department in Alabama. Last year our department went into business with ProLogic ITS with the goal of replacing all existing tablets in our fleet. We had chosen the Toughbook CF-33 as it perfectly matched our needs, both as a product and the service backing it.

ProLogic and Panasonic are remarkable business partners; they have stayed in consistent communication not just with us, but with each other as well. Every individual, from their support to sales, have gone above and beyond to provide exceptional service. There are no other companies that I would recommend higher of.

Please reach out to me if you have any questions at all.

Sincerely,

Aaron Holdiman
Police Database Technician
Huntsville Police Department
(252)626-9670
Aaron.holdiman@huntsvilleal.gov

CLAYTON COUNTY POLICE DEPARTMENT

Kevin Roberts, Chief of Police

Commitment, Honor, Integrity, Transparency and Professionalism

Major Richard A. Godfrey, Administrative Division Commander
Clayton County Police Department
7911 North McDonough Street
Jonesboro, GA. 30236

August 20, 2019

Re: Partnership / ProLogic ITS & Panasonic

To who it may concern,

The Clayton County Police Department has made several purchases of Panasonic computer related product through ProLogic ITS over the past several years. We have had great success with this partnership as there has been and continues to be a clear understanding of our needs, budget and timelines pertaining to the procurements.

The representatives from both companies always take the time to understand our needs and expectations and has always strived to make sure those needs are met. In the rare instances of product delays, there has always been clear and concise communication up front, enabling us to make adjustments as needed internally.

I do not often give high recommendations in regards to these type of procurements, as we normally prefer dealing directly with the manufacture of a product instead of going through a third party, but in this case, it has worked thus far very successfully.

Regards,

Major R. A. Godfrey

From: Bates, Andre C. [mailto:Andre.Bates@cobbcounty.org]
Subject: ProLogic ITS Reference Request - Cobb County Police Dept.

The Cobb County Police Department entered an open contract with Pro Logic November 2016. The company was tasked to up fit approximately 180 vehicles which included the Ford Taurus, Ford Explorer, Chevy Tahoe, and Dodge Charger. The install process lasted approximately one year. We are currently still delivering vehicles to Pro Logic and will be receiving several vehicles from them this week.

This was our first adventure with Pro Logic.

Pro Logic management and installers met with the leadership of the Cobb County Police Department and offered their services. The company was a local company with their headquarters being located in Cobb County GA. They agreed to come to our maintenance facility to outfit several of our vehicles so we could properly evaluate there quality.

They are a very responsive company. The Cobb County Police Department has had very few issues with the installation of police equipment. Pro Logic guarantee their work and are willing to come to our location to adjust any items that we needed corrected.

Pro Logic delivered everything we proposed in a accurate and timely manner.

The customer service is outstanding. The management and owners are always available and will ensure all questions are answered and problems resolved.

The Cobb County Police Department has had little to no product installation issues pertaining to the large amount of vehicles they have up fitted. The company has stood by their warranty and pledge to fix it right the first time. They have also replaced items at their cost when company installers mistakenly broke parts.

The staff at Pro Logic is very dependable, the staff have years of experience. They will install items as requested by department policy or will give advice on where the item should be properly located on the vehicle. Pro logic has the staff to quickly up fit police vehicles and return them to the user within the standards (During the Cobb County build they averaged one vehicle per day which is amazing because we have a very technical build. The cost of our equipment in the car almost equals the cost of the car). The company stayed within the proposed budget they are under contract with Cobb County to deliver each car at an agreed price point.

Pro Logic is the official installer for the Cobb County Police Department. They are currently installing police equipment on our allotment of vehicles.

The best attributes are their ability to grow as the industry request more advance equipment.

Pro Logic has several clients in their portfolio which include the Cobb County Police Department, Georgia State Patrol, and Florida State Patrol. All of these agencies are large department who have great reputations and demand their vehicles be up fitted with the best equipment and delivered in a timely manner.
This is a great company.

Andre Bates
770 367-7851

3.2.3 Resumes and Experience of Key Personnel:

ProLogic ITS, LLC has two convenient locations with a staff of thirteen (13) installers, 10 are EVT certified technicians with a combined fifty (50) plus years of experience. In addition, eight of our staff are CJIS Certified. All of the Upfitting staff work under Todd Hepler, Director of Fleet Operations. Todd will be the in-field lead (Project Manager) for this project.

Installation Technicians:

- Jesse Hepler
- Jeremy Loveren
- Josh Sullivan
- Dillon Webb
- Levi Duncan
- Brandon Beauregard
- Eythan Shattuck
- JT Weeks
- Nathan York
- Chris Zatezalo
- Austin Dewitt
- Seth Dooley
- Mikell Patton

Todd Hepler

Director of Fleet Installation

Oversee 12V installation activity for Law Enforcement upfit business and mobile 12V business. Recruit, train, manage in-house staff as well as manage national contractor base. Define & implement SOP for crews. Develop pricing for both sides of business. Develop & manage strategic relationships with local and national customers.

WORK EXPERIENCE

Director, Fleet installations

ProLogic ITS, Acworth GA

- Oversee Law Enforcement upfit business and mobile 12V business.
- Implement successful national mobile 12V business.

Senior Project Manager

Mobile Installation Technologies, Marietta, GA

- Started local Law Enforcement upfit business.
  - Built business to $250k in 1st year
- Designed & implemented a business model for mobile 12V installation business on a national level
  - Custom designed deployments based on customer's business needs.
  - Enterprise level customers of 50,000 units down to local customers of 5 units.
  - Manage deployments for all fortune 500 companies (AT&T, Coca Cola Ent., etc)
  - Set pricing on all installations for entire business. Typical margins 60%
  - Oversaw largest growth years in companies' history
- Found, recruited, & promoted my replacements
  - 2 individuals brought in as contractors are now successful Project Managers

Regional Manager/PM – Central Division

Circuit City Stores, Richmond VA

- Responsible for Installation & Maintenance of Display Systems for 200+ stores in the Central Division – about 15 states.
- Manage and Maintain a technical staff of service technicians for Region
- New store installations

Sales & Installation Manager – Atlanta area

Circuit City Stores

- Responsible for 12V Sales and Installation of a single Circuit City Store unit
- Recruit/Hire/Train/Manage Sales & Installation staff
- Specialized in underperforming store turn-arounds
  - Success in Greenbriar Mall location and Memorial Drive location
- Mentored, trained, and promoted many associates who went on to have stellar careers

3.2.4 Method of Providing Services:

Offeror shall 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.

ProLogic ITS: Method for Providing Services

1. Order parts
    a. Track orders until received
    b. Communicate with customer an Estimated Time of Arrival for the parts
    c. Verify the completed delivery with the ProLogic ITS Receiving Department

2. Installation
    a. Work with the customer to determine the required timeframe
    b. Put the customer onto the schedule
    c. Receive the vehicle at our shop
    d. Allocate appropriate resources to meet the required timeframe
    e. Perform installation
    f. Q/A process

3. Delivery
    a. Deliver vehicle to the customer
    b. Get customer sign-off on delivery

The typical timeframe from receipt of the Purchase Order to delivery of the vehicle is eight (8) Weeks

APPENDIX A – REQUIRED FORMS

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

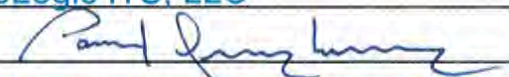
- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	NOT APPLICABLE
Amount/Value of Contribution:	NOT APPLICABLE
Date and description of Contribution:	NOT APPLICABLE
List other Relationship Type and name of City Employee/Official:	NOT APPLICABLE

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [*City*] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* ProLogic ITS, LLC

Authorized Signature: 

Printed Name and Title of Person Signing: Paul Sprayberry, Managing Partner

Date: August 27, 2019

Firm's Address: 106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102

Contact's Email Address: paul.sprayberry@prologicits.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

THE CITY OF ALPHARETTA GEORGIA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name: *(PLEASE TYPE OR PRINT)* ProLogic ITS, LLC

Authorized Signature: Paul Sprayberry

Printed Name and Title of Person Signing: Paul Sprayberry, Managing Partner

Date: August 27, 2019

Firm's Address: 106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102

Contact's Email Address: paul.sprayberry@prologicits.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ProLogic ITS, LLC

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
106 Northpoint Parkway, Building 2, Suite 350

Requester's name and address (optional)

6 City, state, and ZIP code
Acworth, GA 30102

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
_ _ _ - _ _ - _ _ _ _

or

Employer identification number
4 6 - 4 1 0 1 4 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► August 27, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

730441
Federal Work Authorization (E-Verify) User Identification Number

12/03/2013
Date of Authorization

ProLogic ITS, LLC
Name of Contractor

Upfitting and Equipment Maintenance for Public Safety Vehicles
Name of Project

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

Executed on August, 27, 2019 in Acworth (city), Georgia (state).

Signature of Authorized Officer or Agent

Paul Sprayberry, Managing Partner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27th DAY OF August, 2019.

NOTARY PUBLIC

My Commission Expires:
March 15, 2021

David F McKenna
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 03-15-2021

DAVID F MCKENNA NOTARY PUBLIC COBB COUNTY, GEORGIA

APPENDIX B – OPTIONAL and INFORMATIONAL FORMS

- **Optional Forms**: Submit with procurement response only if relevant.
  - **Local Vendor Certification Form**
    - **ProLogic ITS, LLC does not qualify for this certification.**

- **Informational Forms**: To be held on file by Bidders/Contractors and available to City for review upon request:
  - Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
    - **ProLogic ITS, LLC does not use Subcontactors**
  - 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)*
    - **ProLogic ITS, LLC does not use Sub-Subcontactors**

Local Vendor Certification Form NOT APPLICABLE

City of Alpharetta

Local Vendor Certification Form

THE CITY OF ALPHARETTA GEORGIA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: (678) 297-6020
Fax: (678) 297-6051
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

NOT APPLICABLE

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ 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 the business will be 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.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:	
Current Business/Company Address:	

If the business has been located at the above address for less than six months, please provide the previous physical address below:

Previous Business/Company Address:	

The place of business identified above employs the following number of full-time employee(s):	
City of Alpharetta Business License #	

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):		Date:	
Position Title:		Phone #:	
Signature:		E-mail:	

This Section is for City Use Only

Qualifications Verification: _____ Date: _____

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) NOT APPLICABLE

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

NOT APPLICABLE
_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) NOT APPLICABLE

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract.

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

NOT APPLICABLE
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__

_____ _____
NOTARY PUBLIC My Commission Expires

ADDENDA ACKNOWLEDGEMENTS

No Addenda's have been posted for this RFP

ProLogic ITS
106 Northpoint Parkway, Building 2, Suite 350
Acworth, Georgia 30102
www.prologicits.com

SECTION 4

COST PROPOSAL AND PROPOSAL PRICE CERTIFICATION

Please see the separate sealed envelope for the documents contained in this section

Response To

ORIGINAL

RFP 20-105

UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES

COST PROPOSAL

For The

CITY of ALPHARETTA

FINANCE DEPARTMENT

THE CITY OF ALPHARETTA GEORGIA

CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 Park Plaza
Alpharetta, GA 30009

Date Due: August 29, 2019 @10:00 AM

Submitted By

ProLogic ITS
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102
866-923-0513
www.prologicits.com

GSA Contract Holder

CERTIFIED ISO 9001:2015 COMPANY

SECTION 4

COST PROPOSAL AND PROPOSAL PRICE CERTIFICATION

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

a. Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)

b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
- Offeror's Name,
- RFP #,
- RFP Title, and
- Due Date/Time.

c. 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.

d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.

e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).

f. **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 shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.

g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal 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.

h. **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 available upon request.

4.2 Daily All-In Cost of Service

The pricing below is the all-in cost, with the exception of the parts, per day of providing maintenance and repair of emergency equipment, assuming an eight-hour repair period and including any additional cost to cover all shop supplies, labor, and trip charge.

$800.00/day plus materials

Based on the upfitting parts list provided in Appendix C and in the Schedule of Items, what is the estimated lead time to receive all necessary equipment for upfitting per vehicle type.

2020+ K9 TAHOE PACKAGE	Six (6) to Eight (8) Weeks ARO
2020+ FORD PI UTILITY PATROL PACKAGE	Six (6) to Eight (8) Weeks ARO
2020+ FORD PI UTILITY ADMIN PACKAGE	Six (6) to Eight (8) Weeks ARO
2020+ FORD F-150 PATROL PACKAGE	Six (6) to Eight (8) Weeks ARO
2020+ FORD F-150 ADMIN PACKAGE	Six (6) to Eight (8) Weeks ARO

4.3 Upfitting Schedule of Items by Vehicle Type

Offerors are to use this schedule of items for a total, all-in cost per one each of each vehicle type. Offeror shall note in proposal if there are available quantity discounts. This worksheet is also available in Excel format. Schedule of Items begins on the next page.

[remainder of this page intentionally blank]

**ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

**ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

SCHEDULE OF ITEMS
UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES
RFP 20-105

*See list in RFP 20-105 Appendix C for included Installer Notes

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ K9 TAHOE PACKAGE						
K9-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1	See Substitution	$ 1,588.96
K9-2	Sound Off Signal	mPower Arrow System	#EMPAK	1	See Substitution	$ 470.26
K9-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1	See Substitution	Included
K9-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1	See Substitution	$ 579.91
K9-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	See Substitution	Included in K9-4
K9-6		bluePRINT Remote Node	#ENGND04101	3	See Substitution	$ 1,043.84
K9-7		bluePRINT 480 Siren Module	#ENGSA07152	1	See Substitution	Included in K9-4
K9-8		bluePRINT Remote Harness Kit	#ENGHNK02	3	See Substitution	Included in K9-4
K9-9		bluePRINT Central Harness Kit	#ENGHNK01	1	See Substitution	Included in K9-4
K9-10		bluePRINT Link	#ENGLNKxxx	1	See Substitution	$ 92.79
K9-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2	See Substitution	$ 278.36
K9-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 161.25
K9-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 161.25
K9-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	See Substitution	$ 29.77
K9-15	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	6	See Substitution	$ 483.76
K9-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	See Substitution	$ 222.01
K9-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	See Substitution	$ 35.50
K9-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	See Substitution	$ 136.40
K9-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	See Substitution	$ 320.11
K9-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	See Substitution	$ 160.06
K9-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2	See Substitution	$ 18.32
K9-22	Westin	Tahoe Pushbumper	#36-53805	1	See Substitution	$ 321.50
K9-23	Westin	Tahoe Pit Bar	#36-5380PB	1	See Substitution	$ 314.08
K9-24	Westin	Tahoe Upper Wings	#36-53805W	1	See Substitution	$ 174.34
K9-25	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	See Substitution	$ 20.10
K9-26	Havis	K9 Transport System - 1 Dog	K9-C23	1	See Substitution	$ 1,896.55

*ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

K9-27	Havis	Window Guards for K9 Transport System	K9-A-104	1	See Substitution	Included in K9-26
K9-28	Havis	K9 Transport Fan Option	K9-A-301	1	See Substitution	$ 137.27
K9-29	Radiotronics	ACE K9 Hot n Pop Pro	HP5020	1		$ 1,283.88
K9-30	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K	1		$ 128.43
K9-31	Radiotronics	ACE K9 WatchDog	AWD-7010	1		$ 888.54
K9-32	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP	1		$ 1,656.49
K9-33	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621	1		$ 647.92
K9-34	Jotto Desk	Dual Cup Holder 4"	425-3704	1		$ 36.24
K9-35	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1		n/c
K9-36	Jotto Desk	Blank Faceplate 3"	425-6053	1		n/c
K9-37	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	See Substitution	n/c
K9-38	Jotto Desk	Side Hinged Armrest	425-3843	1		$ 105.42
K9-39	Jotto Desk	Console Computer Side Mount	425-2827	1		$ 108.72
K9-40	Jotto Desk	Magnetic Mic	425-3816	2		$ 57.11
K9-41	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		$ 192.06
K9-42	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		$ 111.20
K9-43	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		$ 17.55
K9-44	Brother	PocketJet 7 Printer	PJ722	1		$ 272.66
K9-45	Sho-Me	Triple Outlet Box	14.0553	1		$ 19.09
K9-46	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		$ 192.80
K9-47	Utility Camera	Install of Utility Rocket IoT-X System		1		$ 250.00
K9-48	Motorola	Install of APX 4500 Radio with O2 Control Head		1		$ 150.00
K9-49	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage				$ 120.00
K9-50	Tint	All windows 10% for K9	Misc	1		$ 230.00
K9-51		Labor and Delivery		1		$ 2,230.00
					TOTAL, ALL-IN COST: 2020+ K9 TAHOE PACKAGE	**$ 17,344.50**

*ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV PATROL PACKAGE						
PSUV-1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	1	See Substitution	$ 1,472.98
PSUV-2	Sound Off Signal	mPower Arrow System	#EMPAK	1	See Substitution	$ 506.07
PSUV-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1	See Substitution	n/c
PSUV-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1	See Substitution	$ 579.91
PSUV-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	See Substitution	Included in PSUV-4
PSUV-6		bluePRINT Remote Node	#ENGND04101	3	See Substitution	$ 1,043.84
PSUV-7		bluePRINT 480 Siren Module	#ENGSA07152	1	See Substitution	Included in PSUV-4
PSUV-8		bluePRINT Remote Harness Kit	#ENGHNK02	3	See Substitution	Included in PSUV-4
PSUV-9		bluePRINT Central Harness Kit	#ENGHNK01	1	See Substitution	Included in PSUV-4
PSUV-10		bluePRINT Link	#ENGLNKxxx	1	See Substitution	$ 92.79
PSUV-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2	See Substitution	$ 278.36
PSUV-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 161.25
PSUV-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 161.25
PSUV-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	See Substitution	$ 103.06
PSUV-15	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2	See Substitution	$ 161.25
PSUV-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	See Substitution	$ 222.01
PSUV-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	See Substitution	$ 35.50
PSUV-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	See Substitution	$ 137.42
PSUV-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	See Substitution	$ 322.51
PSUV-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	See Substitution	$ 161.25
PSUV-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2	See Substitution	Inc with Pit Bar
PSUV-22	Westin	PI Utility Pushbumper	#36-2055	1	See Substitution	$ 261.56
PSUV-23	Westin	PI Utility Pit Bar	#36-2055PB	1	See Substitution	$ 338.58
PSUV-24	Westin	PI Utility Upper Wings	#36-2055W	1	See Substitution	$ 186.54
PSUV-25	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4	1	See Substitution	$ 21.50
PSUV-26	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC	1	See Substitution	$ 19.50
PSUV-27	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	1		$ 415.71
PSUV-28	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR	1	See Substitution	$ 829.07

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PSUV-29	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	1	See Substitution	$ 1,005.03
PSUV-30	Setina	Floor Pan TPO Plastic	QK0491ITU12	1	See Substitution	$ 175.80
PSUV-31	Setina	Vdrain for Floor Pan	PP9640	1		$ 31.50
PSUV-32	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12	1	See Substitution	$ 206.69
PSUV-33	Setina	Rear Cargo Storage System		1	See Substitution	$ 1,149.04
PSUV-34	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6473	1	See Substitution	$ 374.26
PSUV-35	Jotto Desk	Dual Cup Holder 4"	425-3704	1		$ 32.58
PSUV-36	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1		n/c
PSUV-37	Jotto Desk	Blank Faceplate 3"	425-6053	1	See Substitution	n/c
PSUV-38	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1	See Substitution	n/c
PSUV-39	Jotto Desk	Side Hinged Armrest	425-3841	1		$ 42.21
PSUV-40	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530	1		$ 31.69
PSUV-41	Jotto Desk	Console Computer Side Mount	425-5542/4143	1		$ 382.88
PSUV-42	Jotto Desk	Magnetic Mic	425-3816	2		$ 54.93
PSUV-43	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		$ 192.06
PSUV-44	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		$ 111.20
PSUV-45	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		$ 17.55
PSUV-46	Brother	PocketJet 7 Printer	PJ722	1		$ 272.66
PSUV-47	Sho-Me	Triple Outlet Box	14.0553	1		$ 19.09
PSUV-48	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		$ 192.80
PSUV-49	Utility Camera	Install of Utility Rocket IoT-X System	Misc	1		$ 250.00
PSUV-50	Motorola	Install of APX 4500 Radio with O2 Control Head		1		$ 150.00
PSUV-51	Tint	Match front driver/passenger doors with rear doors	Misc	1		$ 120.00
PSUV-52		Labor and Delivery		1		$ 1,755.00
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE						**$ 14,078.88**

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LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV ADMIN PACKAGE						
ASUV-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1	See Substitution	$ 694.73
ASUV-2	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	1	See Substitution	$ 694.73
ASUV-3	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	1	See Substitution	$ 695.89
ASUV-4	Sound Off Signal	100N Series Speakers	#ETSS100N	2	See Substitution	$ 278.36
ASUV-5	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 201.33
ASUV-6	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 161.25
ASUV-7	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2	See Substitution	$ 163.59
ASUV-8	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2	See Substitution	$ 29.77
ASUV-9	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	2	See Substitution	Inc with ASUV-8
ASUV-10	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2	See Substitution	$ 107.50
ASUV-11	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	See Substitution	$ 222.01
ASUV-12	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	See Substitution	$ 35.50
ASUV-13	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2	See Substitution	$ 137.42
ASUV-14	Setina	Rear Cargo Storage System		1	See Substitution	$ 1,213.48
ASUV-15	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		$ 111.20
ASUV-16	Sho-Me	Triple Outlet Box	14.0553	1		$ 19.00
ASUV-17	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		$ 192.80
ASUV-18	Tint	Match front driver/passenger doors with rear doors	Misc	1		$ 120.00
ASUV-19		Labor and Delivery		1		$ 984.00
TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE						**$ 6,060.65**

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LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 PATROL PACKAGE						
PF150-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1	See Substitution	$ 1,588.96
PF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1	See Substitution	$ 695.89
PF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	See Substitution	Incl w/ PF-150-2
PF150-4		bluePRINT Remote Node	#ENGND04101	2	See Substitution	$ 695.89
PF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1	See Substitution	Incl w/ PF-150-2
PF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2	See Substitution	Incl w/ PF-150-2
PF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1	See Substitution	Incl w/ PF-150-2
PF150-8		bluePRINT Link	#ENGLNKxxx	1	See Substitution	$ 92.79
PF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2	See Substitution	$ 278.36
PF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4	See Substitution	$ 322.51
PF150-11	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	4	See Substitution	$ 322.51
PF150-12	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	4	See Substitution	N/A
PF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	See Substitution	$ 222.01
PF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	See Substitution	$ 35.50
PF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1	See Substitution	$ 68.71
PF150-16	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4	See Substitution	$ 322.51
PF150-17	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2	See Substitution	$ 161.25
PF150-18	Westin	F-150 Pushbumper	#36-52065	1	See Substitution	$ 355.51
PF150-19	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4	1	See Substitution	$ 20.10
PF150-20	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC	1	See Substitution	N/A
PF150-21	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1		$ 349.50
PF150-22	Jotto Desk	Magnetic Mic	425-3816	1		$ 27.46
PF150-23	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1		$ 407.37
PF150-24	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		$ 192.06
PF150-25	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		$ 111.20
PF150-26	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		$ 17.55
PF150-27	Brother	PocketJet 7 Printer	PJ722	1		$ 272.66
PF150-28	Sho-Me	Triple Outlet Box	14.0553	1		$ 19.09

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PF150-29	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		$ 192.80
PF150-30	Utility Camera	Install of Utility Rocket IoT-X System		1		$ 250.00
PF150-31	Motorola	Install of APX 4500 Radio with O2 Control Head		1		$ 150.00
PF150-32	Tint	Match front driver/passenger doors with rear doors	Misc	1		$ 120.00
PF150-33		Labor and Delivery		1		$ 890.00
TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE						**$ 8,182.37**

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LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 ADMIN PACKAGE						
AF150-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1	See Substitution	$ 666.90
AF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1	See Substitution	$ 738.24
AF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1	See Substitution	Incl w/ AF150-2
AF150-4		bluePRINT Remote Node	#ENGND04101	2	See Substitution	$ 695.89
AF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1	See Substitution	Incl w/ AF150-2
AF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2	See Substitution	Incl w/ AF150-2
AF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1	See Substitution	Incl w/ AF150-2
AF150-8		bluePRINT Link	#ENGLNKxxx	1	See Substitution	$ 113.09
AF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2	See Substitution	$ 278.36
AF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4	See Substitution	$ 322.51
AF150-11	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	4	See Substitution	$ 2,656.70
AF150-12	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	4	See Substitution	$ 93.90
AF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2	See Substitution	$ 222.01
AF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2	See Substitution	$ 35.50
AF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1	See Substitution	$ 68.71
AF150-16	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1		$ 349.50
AF150-17	Jotto Desk	Magnetic Mic	425-3816	1		$ 27.20
AF150-18	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1		$ 403.49
AF150-19	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		$ 192.06
AF150-20	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		$ 111.20
AF150-21	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		$ 17.55
AF150-22	Brother	PocketJet 7 Printer	PJ722	1		$ 272.66
AF150-23	Sho-Me	Triple Outlet Box	14.0553	1		$ 19.09
AF150-24	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		$ 192.80
AF150-25	Tint	Match front driver/passenger doors with rear doors	Misc	1		$ 120.00
AF150-26		Labor and Delivery		1		$ 855.00
TOTAL, ALL-IN COST: 2020+ FORD F-150 ADMIN PACKAGE						**$ 8,452.36**

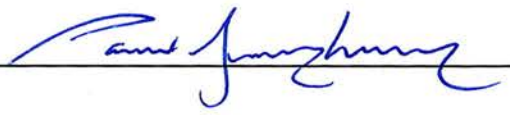
SCHEDULE OF ITEMS
UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES
RFP 20-105

Proposal Price Certification for RFP 20-105

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response 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 Name: ProLogic ITS, LLC

Company Address: 106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102

Authorized Signature(s): 

Print/Type Name(s) and Title(s): Paul Sparyberry, Managing Partner

Date Signed: 27-Aug-19

Contact Info - Phone Number: 866-923-0513, ext. 702

Contact Info - E-mail Address: paul.sprayberry@prologicits.com

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2020+ K9 TAHOE PACKAGE											
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/BRAND	ALTERNATE ITEM DESCRIPTION	SELL Per Unit	Total Price	
1	K9-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 54"	INTG51-3777063, HKB-LPCHGR11	Federal Signal	51" Integrity, Blue/Blue warning lights, All 2-color with Lightbar hook kit.	$ 1,588.96	$ 1,588.96	
2	K9-2	1	#EMPAK	Sound Off Signal	mPower Arrow System	MPSM6-TA15RS	Federal Signal	15-19 Tahoe Spoiler bracket kit, (6) MPS600 lights	$ 56.26	$ 56.26	$ 470.26
		6				MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN	$ 414.00	$ 414.00	
3	K9-3	1	#EMPAKKIT02	Sound Off Signal	mPower Arrow Harness Kit		ProLogic	Created in-house at time of Installation	$ -	$ -	
4	K9-4	1	#ENGCP18002	Sound Off Signal	bluePRINT Knob Control Panel	PF200	Federal Signal	Siren/Light Controller with self-contained controls, 100/200 W, OBDII integration capability, integrated Rumbler® capability, and integrated dual-tone capability, 12-outputs	$ 579.91	$ 579.91	
5	K9-5	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
6	K9-6	3	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs	$ 1,043.84	$ 1,043.84	
7	K9-7	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
8	K9-8	3	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
9	K9-9	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
10	K9-10	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Chevy Tahoe	$ 92.79	$ 92.79	
11	K9-11	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal bail bracket, holds (1) ES100C	$ 278.36	$ 278.36	
12	K9-12	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
13	K9-13	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
14	K9-14	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	MPSM6-SB	Federal Signal	Swivel mount for (1) MPS6 light	$ 29.77	$ 29.77	
15	K9-15	6	#ENFSSS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 483.76	$ 483.76	
16	K9-16	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN	$ 222.01	$ 222.01	
17	K9-17	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-TAH15MIR	Federal Signal	Pait of side mirror brackets for 2015+ Tahoe (MPSW9)	$ 35.50	$ 35.50	
18	K9-18	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light	$ 136.40	$ 136.40	
19	K9-19	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 320.11	$ 320.11	
20	K9-20	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 160.06	$ 160.06	
21	K9-21	2	#PNT3DGBB	Sound Off Signal	Intersector Surface Mount Bracket	MPSM6-LB	Federal Signal	L-Bracket for (1) MPS6 light	$ 18.32	$ 18.32	
22	K9-22	1	#36-53805	Westin	Tahoe Pushbumper	PBX04	Federal Signal	Push bumper, 2015+ Chevy Tahoe	$ 321.50	$ 321.50	
23	K9-23	1	#36-5380PB	Westin	Tahoe Pit Bar	PBX-PIT04	Federal Signal	PIT Bars for use with PBX04	$ 314.08	$ 314.08	
24	K9-24	1	#36-53805W	Westin	Tahoe Upper Wings	PBXW-TAH15	Federal Signal	Wing Wrap for 2015+ Chevy Tahoe	$ 174.34	$ 174.34	
25	K9-25	1	#36-6015S4	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	PBX-TC4L-4	Federal Signal	Four-Light top-channel for Chevy Tahoe	$ 20.10	$ 20.10	
26	K9-26	1	K9-C23	Havis	K9 Transport System - 1 Dog	No part number	American Aluminum	E/Z Rider K9 Unit- Platform System (Kit Pricing)	$ 1,896.55	$ 1,896.55	
27	K9-27	1	K9-A-104	Havis	Window Guards for K9 Transport System	Inc. in Line Item 26	American Aluminum	Inc. in Line Item 26	$ -	$ -	
28	K9-28	1	K9-A-301	Havis	K9 Transport Fan Option	No part number	American Aluminum	Electronics Cool Guard Fan Kit	$ 137.27	$ 137.27	
29	K9-29	1	HP5020	Radiotronics	ACE K9 Hot n Pop Pro	As Spec'd			$ 1,283.88	$ 1,283.88	
30	K9-30	1	HAP-ESFS-K	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	As Spec'd			$ 128.43	$ 128.43	
31	K9-31	1	AWD-7010	Radiotronics	ACE K9 WatchDog	As Spec'd			$ 888.54	$ 888.54	
32	K9-32	1	#T-CHTAHM1-15N-PP	Truck Vault	Magnum Height Single Drawer Storage Box	As Spec'd			$ 1,656.49	$ 1,656.49	
33	K9-33	1	425-6621	Jotto Desk	Chevy Tahoe IPBCC Conture Console	As Spec'd			$ 647.92	$ 647.92	
34	K9-34	1	425-3704	Jotto Desk	Dual Cup Holder 4"	As Spec'd			$ 36.24	$ 36.24	
35	K9-35	1	425-6295	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	As Spec'd			$ -	$ -	
36	K9-36	1	425-6053	Jotto Desk	Blank Faceplate 3"	425-6359	Jotto Desk	Blank Faceplate - 4" Faceplate	$ -	$ -	
37	K9-37	1	425-6281	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6287	Federal Signal	Pathfinder - 3" Faceplate	$ -	$ -	
38	K9-38	1	425-3843	Jotto Desk	Side Hinged Armrest	As Spec'd			$ 105.42	$ 105.42	
39	K9-39	1	425-2827	Jotto Desk	Console Computer Side Mount	As Spec'd			$ 108.72	$ 108.72	
40	K9-40	2	425-3816	Jotto Desk	Magnetic Mic	As Spec'd			$ 57.11	$ 57.11	
41	K9-41	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd			$ 192.06	$ 192.06	
42	K9-42	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd			$ 111.20	$ 111.20	
43	K9-43	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd			$ 17.55	$ 17.55	
44	K9-44	1	PJ722	Brother	PocketJet 7 Printer	As Spec'd			$ 272.66	$ 272.66	
45	K9-45	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd			$ 19.09	$ 19.09	
46	K9-46	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd			$ 192.80	$ 192.80	
47	K9-47	1		Utility Camera	Install of Utility Rocket IoT-X System	Labor			$ 250.00	$ 250.00	
48	K9-48	1		Motorola	Install of APX 4500 Radio with O2 Control Head	Labor			$ 150.00	$ 150.00	
49	K9-49	1		Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage	Labor			$ 120.00	$ 120.00	
50	K9-50	1	Misc	Tint	All windows 10% for K9	As Spec'd	ProLogic	includes 4 windows	$ 230.00	$ 230.00	
51	K9-51	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge				$ 1,880.00	$ 1,880.00	$ 2,230.00
		1						Shipping	$ 350.00	$ 350.00	
TOTAL, ALL-IN COST: 2020+ K9 TAHOE PACKAGE										$ 17,344.50	

*ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

2020+ FORD SUV PATROL PACKAGE											
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/BRAND	ALTERNATE ITEM DESCRIPTION	SELL Per Unit	Total Price	
1	PSUV-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 48"	INTG44-3777074, HKB-FPIU20	Federal Signal	44" Integrity, Blue/Blue warning lights, All 2-color, B/W Front, B/A Rear. With Lightbar Hook Kit	$ 1,472.98	$ 1,472.98	
2	PSUV-2	1	#EMPAK	Sound Off Signal	mPower Arrow System	MPSM6-FPIU20RS2	Federal Signal	2020 Ford Interceptor Utility spoiler bracket for (6) MPS6 lights.	$ 92.07	$ 92.07	$ 506.07
		6				MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN	$ 414.00	$ 414.00	
3	PSUV-3	1	#EMPAKKIT02	Sound Off Signal	mPower Arrow Harness Kit		ProLogic	Created in-house at time of Installation	$ -	$ -	
4	PSUV-4	1	#ENGCP18002	Sound Off Signal	bluePRINT Knob Control Panel	PF200	Federal Signal	Siren/Light Controller with self-contained controls, 100/200 W, OBDII integration capability, integrated Rumbler® capability, and integrated dual-tone capability, 12-outputs	$ 579.91	$ 579.91	
5	PSUV-5	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
6	PSUV-6	3	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs	$ 1,043.84	$ 1,043.84	
7	PSUV-7	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
8	PSUV-8	3	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
9	PSUV-9	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. in Line Item 4		Inc. in Line Item 4	$ -	$ -	
10	PSUV-10	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford Police Interceptor Utility	$ 92.79	$ 92.79	
11	PSUV-11	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal bail bracket, holds (1) ES100C	$ 278.36	$ 278.36	
12	PSUV-12	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
13	PSUV-13	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
14	PSUV-14	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	IPX-RSW4	Federal Signal	Pair of cargo side window brackets/covers, each holds (1) MPS6 light, 2015+ Ford Police Interceptor Utility	$ 103.06	$ 103.06	
15	PSUV-15	2	#ELUC3H010B	Sound Off Signal	Universal Undercover LED	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
16	PSUV-16	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN	$ 222.01	$ 222.01	
17	PSUV-17	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FPIU2-MIR	Federal Signal	Pair of side mirror brackets for 2020 Ford Police Interceptor Utility (MPSW9)	$ 35.50	$ 35.50	
18	PSUV-18	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light	$ 137.42	$ 137.42	
19	PSUV-19	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 322.51	$ 322.51	
20	PSUV-20	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
21	PSUV-21	2	#PNT3DGBB	Sound Off Signal	Intersector Surface Mount Bracket			Mounting solution included as part of the PIT Bar	$ -	$ -	
22	PSUV-22	1	#36-2055	Westin	PI Utility Pushbumper	PBX07	Federal Signal	Push bumper, 2020 Ford Police Interceptor Utility	$ 261.56	$ 261.56	
23	PSUV-23	1	#36-2055PB	Westin	PI Utility Pit Bar	PBX-PIT07	Federal Signal	PIT Bars for use with PBX07	$ 338.58	$ 338.58	
24	PSUV-24	1	#36-2055W	Westin	PI Utility Upper Wings	PBXW-FPIU20	Federal Signal	Wing Wrap for 2020 Ford Police Interceptor Utility	$ 186.54	$ 186.54	
25	PSUV-25	1	#36-6005S4	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	PBX-TC4L-3	Federal Signal	Four-Light top-channel for 2020 Ford Police Interceptor Utility	$ 21.50	$ 21.50	
26	PSUV-26	1	#36-2005WC	Westin	PI Utility Elite Upright Wire Cover	PBX-WC1	Federal Signal	Wire covers for use with PBX07 for Ford Utility	$ 19.50	$ 19.50	
27	PSUV-27	1	GK10301S1USSCA	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	As Spec'd			$ 337.33	$ 337.33	$ 415.71
		1				GT1372ITU20	Setina	FIREARM SPT KIT WITH MOUNT PLATE	$ 78.38	$ 78.38	
28	PSUV-28	1	1K0574ITU12FSR	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU20FSR	Setina	SPT Single Prisoner Transport Partition #6VS SPT Stationary Window Coated Polycarbonate *FOR USE WITH: -Full REPLACEMENT Transport Partition Seat	$ 829.07	$ 829.07	
29	PSUV-29	1	QK0635ITU12	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU20	Setina	Full REPLACEMENT Transport Seat TPO Plastic With Center Pull Seat Belts *INCLUDES REQUIRED: -#12VS Stationary Window Vinyl Coated Expanded Metal Cargo Area Rear Partition	$ 1,005.03	$ 1,005.03	
30	PSUV-30	1	QK0491ITU12	Setina	Floor Pan TPO Plastic	QK0491ITU20	Setina	Floor Pan TPO Plastic	$ 175.80	$ 175.80	
31	PSUV-31	1	PP9640	Setina	Vdrain for Floor Pan	As Spec'd			$ 31.50	$ 31.50	
32	PSUV-32	1	DK0100ITU12	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU20	Setina	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	$ 206.69	$ 206.69	
33	PSUV-33	1		Setina	Rear Cargo Storage System	TK0250ITU20	Setina	2 Drawer plus Electronics Storage Tray, handle key locks (2)	$ 1,149.04	$ 1,149.04	
34	PSUV-34	1	425-6473	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6508	Jotto Desk	Ford PI Utility (2020+) Integrated Pentax/Brother Contour Console - IPBCC	$ 374.26	$ 374.26	
35	PSUV-35	1	425-3704	Jotto Desk	Dual Cup Holder 4"	As Spec'd			$ 32.58	$ 32.58	
36	PSUV-36	1	425-6295	Jotto Desk	Motorola XTLS000 Faceplate (O5 or W7 Control Head) 3"	As Spec'd			$ -	$ -	
37	PSUV-37	1	425-6053	Jotto Desk	Blank Faceplate 3"	425-6359	Jotto Desk	Blank Faceplate - 4" Faceplate	$ -	$ -	
38	PSUV-38	1	425-6281	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6287	Federal Signal	Pathfinder - 3" Faceplate	$ -	$ -	
39	PSUV-39	1	425-3841	Jotto Desk	Side Hinged Armrest	As Spec'd			$ 42.21	$ 42.21	
40	PSUV-40	1	425-1530	Jotto Desk	Utility Box - Faceplate Mount 4"	As Spec'd			$ 31.69	$ 31.69	
41	PSUV-41	1	425-5542/4143	Jotto Desk	Console Computer Side Mount	As Spec'd			$ 382.88	$ 382.88	
42	PSUV-42	2	425-3816	Jotto Desk	Magnetic Mic	As Spec'd			$ 54.93	$ 54.93	
43	PSUV-43	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd			$ 192.06	$ 192.06	
44	PSUV-44	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd			$ 111.20	$ 111.20	
45	PSUV-45	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd			$ 17.55	$ 17.55	
46	PSUV-46	1	PJ722	Brother	PocketJet 7 Printer	As Spec'd			$ 272.66	$ 272.66	
47	PSUV-47	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd			$ 19.09	$ 19.09	
48	PSUV-48	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd			$ 192.80	$ 192.80	
49	PSUV-49	1	Misc	Utility Camera	Install of Utility Rocket IoT-X System	As Spec'd			$ 250.00	$ 250.00	
50	PSUV-50	1		Motorola	Install of APX 4500 Radio with O2 Control Head	As Spec'd			$ 150.00	$ 150.00	
51	PSUV-51	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd			$ 120.00	$ 120.00	
52	PSUV-52	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services			$ 1,100.00	$ 1,100.00	$ 1,755.00
		1						Shipping	$ 655.00	$ 655.00	
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE										$ 14,078.88	

*ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

2020+ FORD SUV ADMIN PACKAGE											
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/BRAND	ALTERNATE ITEM DESCRIPTION	SELL Per Unit	Total Price	
1	ASUV-1	1	#ENFWBF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	SIFMS-3596585	Federal Signal	2020 Ford PIU, Split Front Headliner, (8) Blue/White LED reflectors, Convergence Network Compatible	$ 694.73	$ 694.73	
2	ASUV-2	1	#ENFWBRF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	SIFMH-3576979	Federal Signal	2020 Ford PIU, Rear Hatch, (8) Blue/Amber LED reflectors, Convergence Network Compatible	$ 694.73	$ 694.73	
3	ASUV-3	1	#ETSA462HPP	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability	$ 695.89	$ 695.89	
4	ASUV-4	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB2-FPIU20ND	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with No drill bracket for mounting (2) Es100C speakers behind the grille for 2020 Ford PIU	$ 278.36	$ 278.36	
5	ASUV-5	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620U-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White	$ 161.25	$ 161.25	$ 201.33
		2				IPX-GRL16	Federal Signal	Single, no drill, grille bracket w/hardware, horizontal mount orientation for (2) MPS6 lights on 2020 Ford PIU	$ 40.08	$ 40.08	
6	ASUV-6	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS620U-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White	$ 161.25	$ 161.25	
7	ASUV-7	2	#EMPS2STS4E	Sound Off Signal	mPower Fascia 4" Stud Mount	MPS652-BW	Federal Signal	MicroPulse Hood Dual Color Blue/White	$ 163.59	$ 163.59	
8	ASUV-8	2	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	MPSM6-SB	Federal Signal	Swivel mount for (1) MPS6 light	$ 29.77	$ 29.77	
9	ASUV-9	2	#PMP2BKDGAJ	Sound Off Signal	90 Degree Bracket Kit for mpower	Inc. w/ line item 8		Inc. w/ line item 8	$ -	$ -	
10	ASUV-10	2	#ELUC3H010B	Sound Off Signal	Universal Undercover LED	416900-BW	Federal Signal	Dual Color Corner LED with in-line flasher, Blue/White	$ 107.50	$ 107.50	
11	ASUV-11	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9-BW	Federal Signal	MPS WIDE ANG,BLU/WHT	$ 222.01	$ 222.01	
12	ASUV-12	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FPIU2-MIR	Federal Signal	Pair of side mirror brackets for 2020 Ford Police Interceptor Utility (MPSW9)	$ 35.50	$ 35.50	
13	ASUV-13	2	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light	$ 137.42	$ 137.42	
14	ASUV-14	1		Setina	Rear Cargo Storage System	TK0250ITU20	Setina	Rear Cargo Storage System	$ 1,149.04	$ 1,149.04	$ 1,213.48
		1				TF2234ITU20	Setina	Free Standing Cargo Bracket Kit	$ 62.44	$ 62.44	
15	ASUV-15	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd			$ 111.20	$ 111.20	
16	ASUV-16	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd			$ 19.09	$ 19.09	
17	ASUV-17	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd			$ 192.80	$ 192.80	
18	ASUV-18	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd			$ 120.00	$ 120.00	
19	ASUV-19	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services			$ 750.00	$ 750.00	$ 984.00
		1						Shipping	$ 234.00	$ 234.00	
	TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE									$ 6,060.65	

*ProLogic ITS is bidding alternate equipment for all Sound Off Signal products and some Setina products

2020+ FORD F-150 PATROL PACKAGE											
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/BRAND	ALTERNATE ITEM DESCRIPTION	SELL Per Unit	Total Price	
1	PF150-1	1	#ENFLB	Sound Off Signal	nForce Lightbar 54"	INTG51-3777063, HKB-FRD15	Federal Signal	51" Integrity, Blue/Blue warning lights, All 2-color with Hook Light Kit for Toolbar	$ 1,588.96	$ 1,588.96	
2	PF150-2	1	#ENGCP15001	Sound Off Signal	bluePRINT Handheld Controller	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability	$ 695.89	$ 695.89	
3	PF150-3	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
4	PF150-4	2	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs	$ 695.89	$ 695.89	
5	PF150-5	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
6	PF150-6	2	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
7	PF150-7	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
8	PF150-8	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford F150	$ 92.79	$ 92.79	
9	PF150-9	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB-U	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Universal bail bracket, holds (1) ES100C	$ 278.36	$ 278.36	
10	PF150-10	4	#EMPS2QMS5BAW	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN	$ 322.51	$ 322.51	
11	PF150-11	4	#EMPS2QMS4E	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 322.51	$ 322.51	
12	PF150-12	4	#PMP2BKEDGE	Sound Off Signal	mPower Edge Mount Brackets	Not Needed	Federal Signal	Not Needed	$ -	$ -	
13	PF150-13	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN	$ 222.01	$ 222.01	
14	PF150-14	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FRD15MIR	Federal Signal	Pair of side mirror brackets, each bracket holds (1) MPSW9 light, Ford F150	$ 35.50	$ 35.50	
15	PF150-15	1	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light	$ 68.71	$ 68.71	
16	PF150-16	4	#ENFRMS3E	Sound Off Signal	nForce 12 LED Lights	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 322.51	$ 322.51	
17	PF150-17	2	#ENT3B3E	Sound Off Signal	Intersector Surface Mount	MPS620UX-BW	Federal Signal	MicroPulse Ultra Dual Color Blue/White, STEADY BURN	$ 161.25	$ 161.25	
18	PF150-18	1	#36-52065	Westin	F-150 Pushbumper	PB06	Federal Signal	Push bumper, 2020 Ford F150	$ 355.69	$ 355.69	
19	PF150-19	1	#36-6015S4	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	PBX-TC4L-4	Federal Signal	Four-Light top-channel for Ford F150	$ 20.10	$ 20.10	
20	PF150-20	1	#36-52065WC	Westin	PI Utility Elite Upright Wire Cover	N/A		N/A	$ -	$ -	
21	PF150-21	1	#316-01	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	As Sped'd			$ 349.50	$ 349.50	
22	PF150-22	1	425-3816	Jotto Desk	Magnetic Mic	As Sped'd			$ 27.46	$ 27.46	
23	PF150-23	1	425-5046/4143	Jotto Desk	Laptop Mount for Ford F-150	As Sped'd			$ 407.37	$ 407.37	
24	PF150-24	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Sped'd			$ 192.06	$ 192.06	
25	PF150-25	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Sped'd			$ 111.20	$ 111.20	
26	PF150-26	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Sped'd			$ 17.55	$ 17.55	
27	PF150-27	1	PJ722	Brother	PocketJet 7 Printer	As Sped'd			$ 272.66	$ 272.66	
28	PF150-28	1	14.0553	Sho-Me	Triple Outlet Box	As Sped'd			$ 19.09	$ 19.09	
29	PF150-29	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Sped'd			$ 192.80	$ 192.80	
30	PF150-30	1		Utility Camera	Install of Utility Rocket IoT-X System	As Sped'd			$ 250.00	$ 250.00	
31	PF150-31	1		Motorola	Install of APX 4500 Radio with O2 Control Head	As Sped'd			$ 150.00	$ 150.00	
32	PF150-32	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Sped'd			$ 120.00	$ 120.00	
33	PF150-33	1		PROLOGIC ITS	Labor, Shop Supplies, and Delivery/Trip Charge	ProLogic Services			$ 800.00	$ 800.00	$ 890.00
		1						shipping	$ 90.00	$ 90.00	
	TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE									$ 8,182.37	

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2020+ FORD F-150 ADMIN PACKAGE											
#	LINE ITEM	QTY	ITEM NUMBER	MANUFACTURER/BRAND	ITEM DESCRIPTION	ALTERNATE ITEM NUMBER	ALTERNATE MANUFACTURER/BRAND	ALTERNATE ITEM DESCRIPTION	SELL Per Unit	Total Price	
1	AF150-1	1	#ENFWBF	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	SIFMS-3596585	Federal Signal	2020 Ford F150, Split Front Headliner, (8) Blue/White LED reflectors, Convergence Network Compatible	$ 666.90	$ 666.90	
2	AF150-2	1	#ENGCP15001	Sound Off Signal	bluePRINT Handheld Controller	PF200H	Federal Signal	Siren/Light controller with Handheld controller/microphone, 100/200W, OBDII integration capability, integrated Rumbler capability, and integrated dual-tone capability	$ 738.24	$ 738.24	
3	AF150-3	1	#ENGCC01241	Sound Off Signal	bluePRINT Central Controller	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
4	AF150-4	2	#ENGND04101	Sound Off Signal	bluePRINT Remote Node	EXPMOD-2	Federal Signal	Expansion Module 18-outputs	$ 695.89	$ 695.89	
5	AF150-5	1	#ENGSA07152	Sound Off Signal	bluePRINT 480 Siren Module	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
6	AF150-6	2	#ENGHNK02	Sound Off Signal	bluePRINT Remote Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
7	AF150-7	1	#ENGHNK01	Sound Off Signal	bluePRINT Central Harness Kit	Inc. w/ line item 2		Inc. w/ line item 2	$ -	$ -	
8	AF150-8	1	#ENGLNKxxx	Sound Off Signal	bluePRINT Link	OBDCABLE6-1	Federal Signal	6-ft OBDII interface cable, for use on Ford F150	$ 113.09	$ 113.09	
9	AF150-9	2	#ETSS100N	Sound Off Signal	100N Series Speakers	ES100C, ESB2-FRD15ND	Federal Signal	Speaker, ES100C/DynaMax, 100 W, high output, compact, Class A, with Mounts (2) ES100C Vehicle Specific bracket for Ford F150	$ 278.36	$ 278.36	
10	AF150-10	4	#EMPS2QMS5BAW	Sound Off Signal	mPower Fascia 4" Quick Mount	MPS620UX-BA	Federal Signal	MicroPulse Ultra Dual Color Blue/Amber, STEADY BURN	$ 322.51	$ 322.51	
11	AF150-11	4	#EMPS2STS4M	Sound Off Signal	mPower Fascia 4" Stud Mount	CNSM8R-1566576068	Federal Signal	Custom Config. 8-head CN SignalMaster, All 2-color, 8-head SignalMaster Blue/Amber	$ 2,656.70	$ 2,656.70	
12	AF150-12	4	#PMP2WSSSB	Sound Off Signal	mPower Single Window Shrould Black	SLB-FRD15ND	Federal Signal	8-head bracket for CNSM or Latitude, no drill, Ford F-150	$ 93.90	$ 93.90	
13	AF150-13	2	#ENT2B3E	Sound Off Signal	Intersector Under Mirror Lights	MPSW9X-BW	Federal Signal	MPS WIDE ANG,BLU/WHT, STEADY BURN	$ 222.01	$ 222.01	
14	AF150-14	2	#PMP2BKUMB1	Sound Off Signal	Intersector Under Mirror Adapters	MPSMW9-FRD15MIR	Federal Signal	Pair of side mirror brackets, each bracket holds (1) MPSW9 light, Ford F150	$ 35.50	$ 35.50	
15	AF150-15	1	#ECVCSMLEDF	Sound Off Signal	LED Utility Strip Light	COM6W	Federal Signal	Low profile, surface mount, LED compartment light	$ 68.71	$ 68.71	
16	AF150-16	1	#316-01	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	As Spec'd			$ 349.50	$ 349.50	
17	AF150-17	1	425-3816	Jotto Desk	Magnetic Mic	As Spec'd			$ 27.20	$ 27.20	
18	AF150-18	1	425-5046/4143	Jotto Desk	Laptop Mount for Ford F-150	As Spec'd			$ 403.49	$ 403.49	
19	AF150-19	1	7160-0250	Gamber Johnson	Notepad V Universal Computer Cradle	As Spec'd			$ 192.06	$ 192.06	
20	AF150-20	1	DE2045-1342	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	As Spec'd			$ 111.20	$ 111.20	
21	AF150-21	1	LB3692	Brother	14' Direct Wire 12 VDC Power Cord	As Spec'd			$ 17.55	$ 17.55	
22	AF150-22	1	PJ722	Brother	PocketJet 7 Printer	As Spec'd			$ 272.66	$ 272.66	
23	AF150-23	1	14.0553	Sho-Me	Triple Outlet Box	As Spec'd			$ 19.09	$ 19.09	
24	AF150-24	1	Misc	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	As Spec'd			$ 192.80	$ 192.80	
25	AF150-25	1	Misc	Tint	Match front driver/passenger doors with rear doors	As Spec'd			$ 120.00	$ 120.00	
26	AF150-26	1		PROLOGIC ITS	Labor and Delivery	ProLogic Services			$ 750.00	$ 750.00	$ 855.00
		1						Shipping	$ 105.00	$ 105.00	
	TOTAL, ALL-IN COST: 2020+ FORD F-150 ADMIN PACKAGE									$ 8,452.36	

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 #: 20-105 **Due Date:** August 29, 2019

RFP NAME: Upfitting and Equipment Maintenance for Public Safety Vehicles **Due Time:** 10:00 AM

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Dana Safety Supply	8/28/2019	11:32 AM	
2	Dana Safety Supply	8/28/2019	11:32 AM	
3	ProLogic ITS	8/28/2019	3:27 PM	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Procurement Website: https://www.ebidexchange.com/alpharetta

Finance RFP Evaluation

RFP Title: Upfitting and Equipment Maintenance for Public Safety Vehicles

RFP #: 20-105

	Offerors		
Criteria **To be completed by Purchasing:**	**Dana Safety Supply - A**	**Dana Safety Supply - B**	**ProLogic ITS**
Required Documents			
Cover page 1 complete with Offeror's info	**Yes**	**Yes**	**Yes**
(1) Paper Original, (3) Paper Copy, (1) CD-ROM Copies	**Yes**	**Yes**	**Yes**
Disclosure Form	**Yes**	**Yes**	**Yes**
Debarment / Suspension Certification Form	**Yes**	**Yes**	**Yes**
E-Verify - Contractor	**Yes**	**Yes**	**Yes**
W-9	**Yes**	**Yes**	**Yes**
Check Federal & State Debarred Contractor list			
Proposal Requirements - Only reviewed for inclusion			
References	**Yes**	**Yes**	**Yes**
Company Profile and Experience	**Yes**	**Yes**	**Yes**
Method of Providing Services	**No**	**No**	**Yes**
Local Vendor Preference - (not relevant to proposal completeness)	**No**	**No**	**No**
Section 5 Cost Proposal Submitted (not opened at this time)	**Yes**	**Yes**	**Yes**

RFP Evaluation / Scoring Sheet (Detail)

Upfitting and Equipment Maintenance for Public Safety Vehicles

RFP # 20-105

OFFERORS	Dana Safety Supply - A	Dana Safety Supply - B	ProLogic ITS
Scoring Instructions: 1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. 2. Scores should be noted for each criteria as this will be the basis for evaluation. 3. Weights will be applied to combined scores. 4. Cost will be evaluated separately.			
CRITERIA			
Comparable Experience / Company Profile (47%)	2.04	2.04	1.41
Project Team / Key Personnel (30%)	1.30	1.30	1.00
Method of Providing Services (20%)	0.20	0.20	0.80
Alpharetta Local Vendor Preference (3%)	0	0	0
Subtotal	1.77	1.77	1.61
Cost	2.33	2.50	2.06
Total Proposal Score + Cost Score	**4.09**	**4.27**	**3.67**

Scoring			
Comparable Experience (47%)			
Reviewer 1	4	4	4
Reviewer 2	4	4	3
Reviewer 3	5	5	2
Average Score	4.33	4.33	3.00
WeightedComparable Experience	**2.04**	**2.04**	**1.41**
Project Team / Key Personnel (30%)			
Reviewer 1	4	4	4
Reviewer 2	4	4	4
Reviewer 3	5	5	2
Average Score	4.33	4.33	3.33
Weighted Project Team	**1.30**	**1.30**	**1.00**
Method of Providing Services (20%)			
Reviewer 1	0	0	4

Reviewer 2	1	1	3
Reviewer 3	2	2	5
Average Score	1.00	1.00	4.00
Weighted Creative Approach to Work	**0.20**	**0.20**	**0.80**

Alpharetta Local Vendor Preference (3%)			
Finance	0	0	0

Cost (100%)			
All In Cost	575.00	575.00	800.00
2020+ K9 Tahoe Package	16,637.69	15,473.63	17,344.50
2020+ Ford SUV Patrol Package	12,827.53	11,760.01	14,078.88
2020+ Ford SUV Admin Package	5,279.71	5,360.20	6,060.65
2020+ Ford F-150 Patrol Package	7,723.04	6,848.01	8,182.37
2020+ Ford F-150 Admin Package	5,675.07	5,308.01	8,452.36
Total Cost	**48,718.04**	**45,324.86**	**54,918.76**
Average Score	4.65	5.00	4.13
Weighted Cost	**2.33**	**2.50**	**2.06**

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:	**UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES**
RFP #:	**20-105**
RFP RESPONSE DUE DATE/TIME:	**AUGUST 29, 2019 AT 10:00 AM**
RFP ISSUE DATE:	**AUGUST 1, 2019**
NUMBER OF PAGES:	**58 PAGES**

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, GA 30009

Phone: 678-297-6052 FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Procurement Website: https://www.ebidexchange.com/alpharetta

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONLY ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

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 Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, 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 requirements 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.

FIRM/OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/OFFEROR PHONE NUMBER(S): _____

FIRM/OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

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SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT **DATE**

1. RFP Issue Date ..... August 1, 2019

2. Deadline for Receipt of Written Questions ..... August 20, 2019 by 4:00 PM
   - Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix D, Section A.2.4

3. Deadline for Posting of Written Answers ..... August 23, 2019 by 3:00 PM
   - Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5

4. RFP Response (Proposal) Due Date/Time ..... August 29, 2019 by 10:00 AM
   - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

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

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

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

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta is accepting bids for the upfitting of Public Safety vehicles with emergency equipment, including, but not limited all parts, supplies, installation, delivery, and labor for installation of specified upfitting equipment, as well as the maintenance of said equipment. Typical vehicles are sedans, SUVs, and light trucks, but upfitting for other vehicle types could be required during the term of this contract.

From proposals received, the City will review qualifications of all bidders during Phase I. A shortlist of the highest scoring bidders will be created to continue to Phase II. (See Section 5: Evaluation Criteria.) Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. It is the City's intent to recommend two (2) qualified bidders for award of non-exclusive, on-call contracts.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 (section not used)

2.4 Project Specific Requirements

1. The City will provide all vehicles to be equipped. Vehicles will be made available to the upfitter at the selling dealer or at Public Safety headquarters in Alpharetta.
2. At our option, the City reserves the right to conduct an interim inspection of the vehicles before they are released to the upfitter and/or during the completion of the upfitting. The time of such inspection will be at a mutually agreeable date, time, and location.
3. The majority of the upfitting will be on SUV's and light trucks. The vehicles in this bid are a sample of models included in the public safety fleet and are in no way intended to be a complete listing of the models of vehicles being serviced under this contract. (See Appendix C.)
4. Refer to Appendix C for lists of required equipment to be installed on vehicles.
5. Specific equipment substitutions are permitted for some components, as indicated in Appendix C. No other equipment shall be substituted without the City's prior written consent.
6. The selected vendor(s) will have an experienced, qualified technician(s) available to perform repair and maintenance of emergency equipment at departmental headquarters for a minimum two days every month, on a mutually agreeable schedule. In Section 4: Cost Proposal, bidders must indicate the all-in

cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.

7. The bidder should include a resume or summary of qualifications, work experience, education, certification, skills, etc., which emphasizes the technician's upfitting experience for each of the technicians who may be working on behalf of the bidder under this contract. Refer to Section 3.2.
8. The City has the option to conduct background checks on the technician and/or any others who would be involved in the upfitting of the city vehicles.
9. The City reserves the right to request a particular technician to work or to be excluded from working on city vehicles.
10. At the sole option of the department, at least one service day each month must include evening hours to accommodate night shift employees. In Section 4: Cost Proposal, bidders must indicate the all-in cost per day of providing this maintenance service, assuming an eight-hour repair period and including any additional cost(s) other than parts.
11. Periodically and at the city's discretion, some vehicles may be upfitted with less than the full equipment package.
12. The City intends, but is not required, to use the winning bidder(s) for upfitting non-standard vehicles such as unmarked cars and specialty vehicles.
13. All labor shall be warranted for a period of two (2) years by the selected bidder; the hardware is warranted by the manufacturer.
14. The bidder shall provide documentation to demonstrate that they are an authorized dealer in this area. Documentation shall include the manufacturer's approval of bidder to install the equipment/hardware to complete the work and to submit warranty claims if necessary.
15. After completion of the work, upfitted vehicles shall be delivered to the Public Safety headquarters at a mutually agreed time. Acceptance of the completed work shall be subject to the Public Safety Fleet Manager's or other authorized City designee's satisfaction and acceptance.
16. All work must be invoiced within thirty (30) calendar days of the completion of work of the upfitted vehicle and delivery date to the Public Safety headquarters. Refer to Section 4.2.

2.5 ePayables

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

2.6 Contract Term

The Contract is for a term of five [**5]** years commencing **[*TBD*]**, and terminating **[*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.

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.

2.7 Subcontractor Reporting

For all applicable projects totaling over $50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

2.8 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as 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) 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)

Exceptions to the above schedule are 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.

SECTION 3: OFFEROR QUALIFICATIONS

3.1 City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. The City may also elect to contingently accept one or more proposals so that in the case of the default of the Successful Offeror, the City will accept the Contingent Proposal.

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.

3.2 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:

3.2.1 Cover Letter and Company Profile: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP. Please list the applicable years of experience in the emergency vehicle upfitting business and explain the diversity of product lines and services you provide to end customers (directly related to vehicle emergency equipment).
3. 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.
4. ***Authorized Signer – Electronic Signature*** *for contract execution*: the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:
    - Authorized signer's name as it should be listed for signing,
    - Authorized signer's title
    - Authorized signer's email address

***3.2.2 Comparable Experience / References*:** Offeror shall provide a minimum of five (5) references, not including the City of Alpharetta, where the work was completed within the past two (2) years, from other police departments in the State of Georgia.

At a minimum, the Offeror shall provide:

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

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.

3.2.3 Resumes and Experience of Key Personnel:

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

***3.2.4 Method of Providing Services*:** Offeror shall 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.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate 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 carries 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.

SECTION 4: COST PROPOSAL

4.1 Schedule of Items

a. Offerors ***must*** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)

b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:

- **Cost Proposal**
- Offeror's Name,
- RFP #,
- RFP Title, and
- Due Date/Time.

c. 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.

d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.

e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).

f. **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 shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.

g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal 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.

h. **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 available upon request.

4.2 Daily All-In Cost of Service

The pricing below is the all-in cost, with the exception of the parts, per day of providing maintenance and repair of emergency equipment, assuming an eight-hour repair period and including any additional cost to cover all shop supplies, labor, and trip charge.

$_____

Based on the upfitting parts list provided in Appendix C and in the Schedule of Items, what is the estimated lead time to receive all necessary equipment for upfitting per vehicle type.

2020+ K9 TAHOE PACKAGE _____

2020+ FORD PI UTILITY PATROL PACKAGE _____

2020+ FORD PI UTILITY ADMIN PACKAGE _____

2020+ FORD F-150 PATROL PACKAGE _____

2020+ FORD F-150 ADMIN PACKAGE _____

4.3 Upfitting Schedule of Items by Vehicle Type

Offerors are to use this schedule of items for a total, all-in cost per one each of each vehicle type. Offeror shall note in proposal if there are available quantity discounts. This worksheet is also available in Excel format. Schedule of Items begins on the next page.

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SCHEDULE OF ITEMS

UPFITTING AND EQUIPMENT MAINTENANCE FOR PUBLIC SAFETY VEHICLES

RFP 20-105

*See list in RFP 20-105 Appendix C for included Installer Notes

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ K9 TAHOE PACKAGE						
K9-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1		
K9-2	Sound Off Signal	mPower Arrow System	#EMPAK	1		
K9-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1		
K9-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1		
K9-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1		
K9-6		bluePRINT Remote Node	#ENGND04101	3		
K9-7		bluePRINT 480 Siren Module	#ENGSA07152	1		
K9-8		bluePRINT Remote Harness Kit	#ENGHNK02	3		
K9-9		bluePRINT Central Harness Kit	#ENGHNK01	1		
K9-10		bluePRINT Link	#ENGLNKxxx	1		
K9-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2		
K9-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
K9-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
K9-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2		
K9-15	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	6		
K9-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2		
K9-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2		
K9-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2		
K9-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4		
K9-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2		
K9-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2		
K9-22	Westin	Tahoe Pushbumper	#36-53805	1		
K9-23	Westin	Tahoe Pit Bar	#36-5380PB	1		
K9-24	Westin	Tahoe Upper Wings	#36-53805W	1		

K9-25	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4	1		
K9-26	Havis	K9 Transport System - 1 Dog	K9-C23	1		
K9-27	Havis	Window Guards for K9 Transport System	K9-A-104	1		
K9-28	Havis	K9 Transport Fan Option	K9-A-301	1		
K9-29	Radiotronics	ACE K9 Hot n Pop Pro	HP5020	1		
K9-30	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K	1		
K9-31	Radiotronics	ACE K9 WatchDog	AWD-7010	1		
K9-32	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP	1		
K9-33	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621	1		
K9-34	Jotto Desk	Dual Cup Holder 4"	425-3704	1		
K9-35	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1		
K9-36	Jotto Desk	Blank Faceplate 3"	425-6053	1		
K9-37	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1		
K9-38	Jotto Desk	Side Hinged Armrest	425-3843	1		
K9-39	Jotto Desk	Console Computer Side Mount	425-2827	1		
K9-40	Jotto Desk	Magnetic Mic	425-3816	2		
K9-41	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		
K9-42	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		
K9-43	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		
K9-44	Brother	PocketJet 7 Printer	PJ722	1		
K9-45	Sho-Me	Triple Outlet Box	14.0553	1		
K9-46	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		
K9-47	Utility Camera	Install of Utility Rocket IoT-X System		1		
K9-48	Motorola	Install of APX 4500 Radio with O2 Control Head		1		
K9-49	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage				
K9-50	Tint	All windows 10% for K9	Misc	1		
K9-51		Labor and Delivery		1		
					TOTAL, ALL-IN COST: 2020+ K9 TAHOE PACKAGE	

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV PATROL PACKAGE						
PSUV-1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	1		
PSUV-2	Sound Off Signal	mPower Arrow System	#EMPAK	1		
PSUV-3	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02	1		
PSUV-4	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	1		
PSUV-5	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1		
PSUV-6		bluePRINT Remote Node	#ENGND04101	3		
PSUV-7		bluePRINT 480 Siren Module	#ENGSA07152	1		
PSUV-8		bluePRINT Remote Harness Kit	#ENGHNK02	3		
PSUV-9		bluePRINT Central Harness Kit	#ENGHNK01	1		
PSUV-10		bluePRINT Link	#ENGLNKxxx	1		
PSUV-11	Sound Off Signal	100N Series Speakers	#ETSS100N	2		
PSUV-12	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
PSUV-13	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
PSUV-14	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2		
PSUV-15	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2		
PSUV-16	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2		
PSUV-17	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2		
PSUV-18	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2		
PSUV-19	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4		
PSUV-20	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2		
PSUV-21	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	2		
PSUV-22	Westin	PI Utility Pushbumper	#36-2055	1		
PSUV-23	Westin	PI Utility Pit Bar	#36-2055PB	1		
PSUV-24	Westin	PI Utility Upper Wings	#36-2055W	1		
PSUV-25	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4	1		
PSUV-26	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC	1		

PSUV-27	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	1		
PSUV-28	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR	1		
PSUV-29	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	1		
PSUV-30	Setina	Floor Pan TPO Plastic	QK0491ITU12	1		
PSUV-31	Setina	Vdrain for Floor Pan	PP9640	1		
PSUV-32	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12	1		
PSUV-33	Setina	Rear Cargo Storage System		1		
PSUV-34	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6473	1		
PSUV-35	Jotto Desk	Dual Cup Holder 4"	425-3704	1		
PSUV-36	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295	1		
PSUV-37	Jotto Desk	Blank Faceplate 3"	425-6053	1		
PSUV-38	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281	1		
PSUV-39	Jotto Desk	Side Hinged Armrest	425-3841	1		
PSUV-40	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530	1		
PSUV-41	Jotto Desk	Console Computer Side Mount	425-5542/4143	1		
PSUV-42	Jotto Desk	Magnetic Mic	425-3816	2		
PSUV-43	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		
PSUV-44	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		
PSUV-45	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		
PSUV-46	Brother	PocketJet 7 Printer	PJ722	1		
PSUV-47	Sho-Me	Triple Outlet Box	14.0553	1		
PSUV-48	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		
PSUV-49	Utility Camera	Install of Utility Rocket IoT-X System	Misc	1		
PSUV-50	Motorola	Install of APX 4500 Radio with O2 Control Head		1		
PSUV-51	Tint	Match front driver/passenger doors with rear doors	Misc	1		
PSUV-52		Labor and Delivery		1		
TOTAL, ALL-IN COST: 2020+ FORD SUV PATROL PACKAGE						

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD SUV ADMIN PACKAGE						
ASUV-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1		
ASUV-2	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	1		
ASUV-3	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	1		
ASUV-4	Sound Off Signal	100N Series Speakers	#ETSS100N	2		
ASUV-5	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
ASUV-6	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
ASUV-7	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	2		
ASUV-8	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	2		
ASUV-9	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	2		
ASUV-10	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	2		
ASUV-11	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2		
ASUV-12	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2		
ASUV-13	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	2		
ASUV-14	Setina	Rear Cargo Storage System		1		
ASUV-15	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		
ASUV-16	Sho-Me	Triple Outlet Box	14.0553	1		
ASUV-17	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		
ASUV-18	Tint	Match front driver/passenger doors with rear doors	Misc	1		
ASUV-19		Labor and Delivery		1		
TOTAL, ALL-IN COST: 2020+ FORD SUV ADMIN PACKAGE						

LINE ITEM #	BRAND	ITEM DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL
2020+ FORD F-150 PATROL PACKAGE						
PF150-1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	1		
PF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1		
PF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1		
PF150-4		bluePRINT Remote Node	#ENGND04101	2		
PF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1		
PF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2		
PF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1		
PF150-8		bluePRINT Link	#ENGLNKxxx	1		
PF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2		
PF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4		
PF150-11	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	4		
PF150-12	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	4		
PF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2		
PF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2		
PF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1		
PF150-16	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	4		
PF150-17	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	2		
PF150-18	Westin	F-150 Pushbumper	#36-52065	1		
PF150-19	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4	1		
PF150-20	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC	1		
PF150-21	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1		
PF150-22	Jotto Desk	Magnetic Mic	425-3816	1		
PF150-23	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1		
PF150-24	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		

PF150-25	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		
PF150-26	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		
PF150-27	Brother	PocketJet 7 Printer	PJ722	1		
PF150-28	Sho-Me	Triple Outlet Box	14.0553	1		
PF150-29	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		
PF150-30	Utility Camera	Install of Utility Rocket IoT-X System		1		
PF150-31	Motorola	Install of APX 4500 Radio with O2 Control Head		1		
PF150-32	Tint	Match front driver/passenger doors with rear doors	Misc	1		
PF150-33		Labor and Delivery		1		
TOTAL, ALL-IN COST: 2020+ FORD F-150 PATROL PACKAGE						
LINE ITEM #	**BRAND**	**ITEM DESCRIPTION**	**PART #**	**QTY**	**UNIT PRICE**	**TOTAL**
2020+ FORD F-150 ADMIN PACKAGE						
AF150-1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	1		
AF150-2	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	1		
AF150-3	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241	1		
AF150-4		bluePRINT Remote Node	#ENGND04101	2		
AF150-5		bluePRINT 480 Siren Module	#ENGSA07152	1		
AF150-6		bluePRINT Remote Harness Kit	#ENGHNK02	2		
AF150-7		bluePRINT Central Harness Kit	#ENGHNK01	1		
AF150-8		bluePRINT Link	#ENGLNKxxx	1		
AF150-9	Sound Off Signal	100N Series Speakers	#ETSS100N	2		
AF150-10	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	4		
AF150-11	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	4		
AF150-12	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	4		
AF150-13	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	2		
AF150-14	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	2		
AF150-15	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1		

AF150-16	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01	1		
AF150-17	Jotto Desk	Magnetic Mic	425-3816	1		
AF150-18	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	1		
AF150-19	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250	1		
AF150-20	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	1		
AF150-21	Brother	14' Direct Wire 12 VDC Power Cord	LB3692	1		
AF150-22	Brother	PocketJet 7 Printer	PJ722	1		
AF150-23	Sho-Me	Triple Outlet Box	14.0553	1		
AF150-24	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	1		
AF150-25	Tint	Match front driver/passenger doors with rear doors	Misc	1		
AF150-26		Labor and Delivery		1		
TOTAL, ALL-IN COST: 2020+ FORD F-150 ADMIN PACKAGE						

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

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response 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_____

ADDRESS_____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

_____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

4.4 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

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
Public Safety Department
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 that 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: Required Forms.

4.5 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 B: Optional and Information Forms. 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.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given 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.

SECTION 5: 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 response to 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.

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:

Comparable Experience / Company Profile	47%
Project Team / Key Personnel	30%
Method of Providing Services	20%
Alpharetta Vendor Preference	3%
Phase I Total	**100%**

Phase II

Phase II will include cost evaluation. Interviews will be conducted only if necessary, to determine the two (2) most qualified bidders. If no interviews are required, Cost Evaluation shall be 100% of Phase II scoring.

Interview	60%
Cost Evaluation	40%
Phase II Total	**100%**

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion

DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists**. *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist**. *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [*City*] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT) _____

Authorized Signature: _____

Printed Name and Title of Person Signing: _____

Date: _____

Firm's Address: _____

Contact's Email Address: _____

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;

2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;

4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT) _____

Authorized Signature: _____

Printed Name and Title of Person Signing: _____

Date: _____

Firm's Address: _____

Contact's Email Address: _____

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

___ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF
ALPHARETTA
GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms**: Submit with procurement response only if relevant.

  1. Local Vendor Certification Form

  - Return completed form with copy of current business license.
  - 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.).

  2. Notice of 'No Bid' Only return if relevant.

- **Informational Forms**: To be held on file by Bidders/Contractors and available to City for review upon request:

  3. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
  4. 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)*

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ 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 the business will be 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.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:	
Current Business/Company Address:	

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:	

The place of business identified above employs the following number of full-time employee(s): _____

City of Alpharetta Business License # _____

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):		Date:	
Position Title:		Phone #:	
Signature:		E-mail:	

This Section is for City Use Only

Qualifications Verification: _____ Date: _____

Notice of "No Bid" Form

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

CITY OF ALPHARETTA
NOTICE OF "NO BID"

SOLICITATION # _____ **CLOSING/DUE DATE** _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

_____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

_____
Firm Name

_____
Firm Address

_____
Signature of Person Authorized to Bind this Firm

_____
Date

_____
Typed or Printed Name and Title

_____
Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract.

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

APPENDIX C: PS VEHICLE LIGHT PLACEMENT, EQUIPMENT LISTS PER VEHICLE TYPE, AND NOTES

ADMIN SUV SKETCH OF LIGHT PLACEMENT

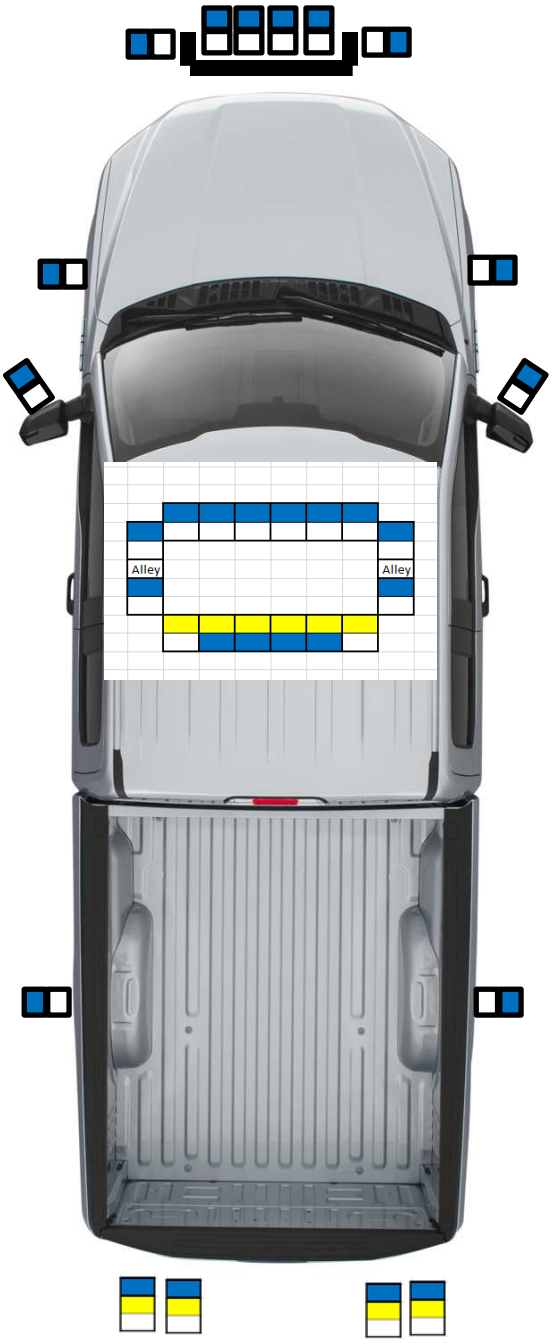
Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed.

PATROL SUV / K9 SKETCH OF LIGHT PLACEMENT

(may vary slightly depending on make and model)

Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

F-150 PATROL / ADMIN SKETCH OF LIGHT PLACEMENT

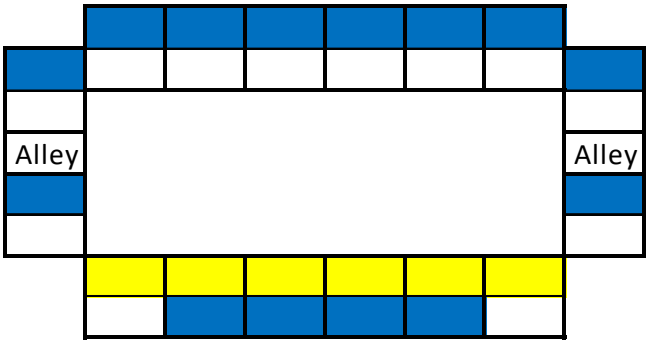


PATROL / ADMIN LIGHTING COLORS

Illustrative purposes only for maximum build.
Some builds may require less options
Not all quoted equipment may be purchased and/or installed

Interior Bar

Lightbar 48" / 54"



Rear Interior Bar / Spoiler

2020+ K9 TAHOE PACKAGE					
QTY	BRAND	ITEM	PART NUMBER	INSTALLER NOTES	Tie to bluePRINT?
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
6	Sound Off Signal	nForce 12 LED Lights	#ENFSSS3E	Blue/White | Mounted on step rails (3 on each side) | Blue Flash | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	

2020+ K9 TAHOE PACKAGE (CONTINUED)					
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	Tahoe Pushbumper	#36-53805		
1	Westin	Tahoe Pit Bar	#36-5380PB		
1	Westin	Tahoe Upper Wings	#36-53805W		
1	Westin	Tahoe Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Havis	K9 Transport System - 1 Dog	K9-C23		
1	Havis	Window Guards for K9 Transport System	K9-A-104		
1	Havis	K9 Transport Fan Option	K9-A-301		
1	Radiotronics	ACE K9 Hot n Pop Pro	HP5020		
1	Radiotronics	ACE K9 Engine Stall Fire Sensor Kit	HAP-ESFS-K		
1	Radiotronics	ACE K9 WatchDog	AWD-7010		
1	Truck Vault	Magnum Height Single Drawer Storage Box	#T-CHTAHM1-15N-PP		
1	Jotto Desk	Chevy Tahoe IPBCC Conture Console	425-6621		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3843		
1	Jotto Desk	Console Computer Side Mount	425-2827		
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*

2020+ K9 TAHOE PACKAGE (CONTINUED)					
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
	Gun Lock	Install of Customer Provided Gun Lock for above K9 Cage			
1	Tint	All windows 10% for K9	Misc		

2020+ FORD PI UTILITY - PATROL PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Lightbar 48"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	mPower Arrow System	#EMPAK	4 Mod 12 LED Modules | 6x B/A (inboards) | 2x A/W (ends)	*
1	Sound Off Signal	mPower Arrow Harness Kit	#EMPAKKIT02		
1	Sound Off Signal	bluePRINT Knob Control Panel	#ENGCP18002	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash | Open | Gun Lock	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
3		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
3		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Factory Hatch Holds	*
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley	*
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights	
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights	*
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar at 45 Degree	*
2	Sound Off Signal	Intersector Surface Mount Bracket	#PNT3DGBB	For Intersectors Surface mount	
1	Westin	PI Utility Pushbumper	#36-2055		
1	Westin	PI Utility Pit Bar	#36-2055PB		
1	Westin	PI Utility Upper Wings	#36-2055W		
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6005S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-2005WC		
1	Setina	Dual T-Rail System with locks for AR15 & Mossberg 590	GK10301S1USSCA	Mount to Cage	
1	Setina	#6VS Single Prisoner Cage Coated Polycarbonate	1K0574ITU12FSR		
1	Setina	OEM Replacment Prisoner Seat W/12VS-Expaned Metal	QK0635ITU12	Full replacement Transport Seat TPO Plastic, center pull seatbelts, #12 Expanded Metal Cargo Partition	
1	Setina	Floor Pan TPO Plastic	QK0491ITU12		
1	Setina	Vdrain for Floor Pan	PP9640		

2020+ FORD PI UTILITY - PATROL PACKAGE (CONTINUED)					
1	Setina	TPO Polymer Over Molded Door Skin	DK0100ITU12		
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks	
1	Jotto Desk	Ford PI Utility IPBCC Conture Console	425-6473		
1	Jotto Desk	Dual Cup Holder 4"	425-3704		
1	Jotto Desk	Motorola XTL5000 Faceplate (O5 or W7 Control Head) 3"	425-6295		
1	Jotto Desk	Blank Faceplate 3"	425-6053		
1	Jotto Desk	Sound Off Signal ETSA48XRSR Faceplate 4"	425-6281		
1	Jotto Desk	Side Hinged Armrest	425-3841		
1	Jotto Desk	Utility Box - Faceplate Mount 4"	425-1530		
1	Jotto Desk	Console Computer Side Mount	425-5542/4143	Delete A-Mod Desktop and substitute GK Adapter Plate	
2	Jotto Desk	Magnetic Mic	425-3816		
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD PI UTILITY - ADMIN PACKAGE				
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED (Rear)	#ENFWBRF	Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming
1	Sound Off Signal	nERGY® 400 Series Handheld Remote Siren 200W	#ETSA462HPP	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash
				Level 1: Rear lights only (From rear B-Pillar to Rear)
				Level 2: Front Lights only (From front B-Pillar to Front)
				Level 3: Rear and Front Lights
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Grille
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted in Rear Passenger Cargo Windows | Blue Flash | White Alley
2	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4E	B/W | Mounted at B-Pillar Rear | Blue Flash | White Alley
2	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For Cargo Windows Lights
2	Sound Off Signal	90 Degree Bracket Kit for mpower	#PMP2BKDGAJ	For B-Pillar Lights
2	Sound Off Signal	Universal Undercover LED	#ELUC3H010B	Blue | Factory Reverse Lights
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors
2	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	1 in cargo area, 1 on rear hatch. Wire with factory hatch light
1	Setina	Rear Cargo Storage System		2 Drawer plus Electronics Storage Tray, handle key locks
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342	
1	Sho-Me	Triple Outlet Box	14.0553	
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc	
1	Tint	Match front driver/passenger doors with rear doors	Misc	

2020+ FORD F-150 PATROL PACKAGE					
QTY	BRAND	ITEM	PART NUMBER	INSTALLER NOTES	Tie to bluePRINT?
1	Sound Off Signal	nForce Lightbar 54"	#ENFLB	Front: D12 LED Inboard & D24 LED Corner Modules | B/W Color | *N Programming	*
				Rear: D12 LED Modules | A/W Ends, B/A Inner Modules | A Programming	
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Arrow | Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount to Push Bumper (lower)	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted on Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS4E	B/W | Mounted above wheel wells | Blue Flash | White Alley	*
4	Sound Off Signal	mPower Edge Mount Brackets	#PMP2BKEDGE	For wheel well lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
4	Sound Off Signal	nForce 12 LED Lights	#ENFRMS3E	B/W | Mount in Westin Pushbumper Channel	*
2	Sound Off Signal	Intersector Surface Mount	#ENT3B3E	B/W | Mount on Westin Pit Bar sides	*
1	Westin	F-150 Pushbumper	#36-52065		

2020+ FORD F-150 PATROL PACKAGE (CONTINUED)					
1	Westin	PI Utility Upper Upper Channel (SoundOff nForce)	#36-6015S4		
1	Westin	PI Utility Elite Upright Wire Cover	#36-52065WC		
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Utility Camera	Install of Utility Rocket IoT-X System		2x Dome Antennas, 2x Cameras, Ignition, Power, Triggers: Door, Brake, Lights, Siren, Gun lock	*
1	Motorola	Install of APX 4500 Radio with O2 Control Head		Coax and Stubby Antenna Provided. Requires dedicated power & grounds	*
1	Tint	Match front driver/passenger doors with rear doors	Misc		

2020+ FORD F-150 ADMIN PACKAGE					
QTY	**BRAND**	**ITEM**	**PART NUMBER**	**INSTALLER NOTES**	**Tie to bluePRINT?**
1	Sound Off Signal	nForce Interior Lightbar 8 Mod 12 LED	#ENFWBF	Front: D12 LED Inboard | B/W Color | *N Programming	*
1	Sound Off Signal	bluePRINT Handheld Controller	#ENGCP15001	Take Down | Left, Right, Off Alley | Full Scene |Cruise Corners, Full Cruise | EMG Flash	*
				Level 1: Rear lights only (From rear B-Pillar to Rear)	
				Level 2: Front Lights only (From front B-Pillar to Front)	
				Level 3: Rear and Front Lights	
1	Sound Off Signal	bluePRINT Central Controller	#ENGCC01241		*
2		bluePRINT Remote Node	#ENGND04101		*
1		bluePRINT 480 Siren Module	#ENGSA07152		*
2		bluePRINT Remote Harness Kit	#ENGHNK02		
1		bluePRINT Central Harness Kit	#ENGHNK01		
1		bluePRINT Link	#ENGLNKxxx	Vehicle Specific	*
2	Sound Off Signal	100N Series Speakers	#ETSS100N	Mount inside grille	*
4	Sound Off Signal	mPower Fascia 4" Quick Mount	#EMPS2QMS5BAW	B/A/W | Mounted below Tailgate | Blue/Amber Flash | White Reverse	*
4	Sound Off Signal	mPower Fascia 4" Stud Mount	#EMPS2STS4M	B/A | Mounted in Rear Window | Blue/Amber Flash	*
4	Sound Off Signal	mPower Single Window Shrould Black	#PMP2WSSSB	For RearWindows Lights	
2	Sound Off Signal	Intersector Under Mirror Lights	#ENT2B3E	B/W | Blue Cruise | White Alley	*
2	Sound Off Signal	Intersector Under Mirror Adapters	#PMP2BKUMB1	For Intersectors at mirrors	
1	Sound Off Signal	LED Utility Strip Light	#ECVCSMLEDF	Rear Passenger Compartment - wire to door trigger	*
1	Tuffy Products	Ford F-Series SuperCrew Under Rear Seat Lockbox	#316-01		
1	Jotto Desk	Magnetic Mic	425-3816		
1	Jotto Desk	Laptop Mount for Ford F-150	425-5046/4143	Swap A-Mod Desktop for GK Adapter Plate	

2020+ FORD F-150 ADMIN PACKAGE (CONTINUED)					
1	Gamber Johnson	Notepad V Universal Computer Cradle	7160-0250		
1	Lind	12VDC-90W Hardwire Power Supply for Dell Laptops	DE2045-1342		*
1	Brother	14' Direct Wire 12 VDC Power Cord	LB3692		*
1	Brother	PocketJet 7 Printer	PJ722		
1	Sho-Me	Triple Outlet Box	14.0553		*
1	TigerTough Tactical	Driver's seat only seat cover - no custom emroidery	Misc		
1	Tint	Match front driver/passenger doors with rear doors	Misc		

****** Notes******

SoundOff Signal and bluePRINT are the preferred vendors for emergency lighting and intelligent control systems.

Substitutions are accepted for the following Items:

- **Lightbar:** Code 3 Defender (dual color), Whelen Liberty DUO II, Federal Signal Integrity (use same color combination as above). Must have control of independent light heads for scene lights, cruise mode, rear works lights.
- **Siren Box:** Code 3, Whelen, Federal Signal. Must have 3 position slide switch, rotary siren knob, at least 8 auxiliary buttons, manual and horn siren buttons, and be remote head mountable.
- **Speakers:** Code 3, Whelen, Federal Signal, 100W in black.
- **Interior Bar / Traffic Controller:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control independent light heads. Interior bars must be vehicle specific and fit snuggly to windows to prevent flashback. Rear hatch lights must support arrow stick feature
- **Perimeter Lights:** Code 3, Whelen, or Federal Signal. Must have multi-color capability and the ability to control individual colors. Rear hatch lights must support arrow stick feature
- **Intelligent Control System:** Whelen Cantrol/Carbide, Code 3 Matrix, Federal Signal Pathfinder. If you are using a substituted intelligent control system, provide a complete listing of the system's features and functions so they may be evaluated against the customer's preferred option.

Installer Notes:

- All lights must be controlled through the intelligent control system. All forward lighting shall be grouped starting at the front cabin "B-Pillar" and moving towards the front bumper. All rear lighting shall be grouped starting at the rear cabin "B-Pillar" and moving towards the rear bumper.
- Power distribution must be controlled from the intelligent control system for load shedding, timed outputs, and triggers.
- Intelligent control system must include at least 10 matrixes to take vehicle OBD2/CAN Bus information and apply them to the emergency lighting system based on customer specifications.
- Majority of main wiring and electronic equipment shall terminate in the cargo storage electronics tray.

Other Notes:

- All Parts must be itemized.
- Labor for the build must be listed separately.
- Shop supplies, delivery, and any other fees must be detailed and listed separately.
- All upfit invoices shall include the last 6 characters of the VIN

APPENDIX D: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 Single Point of Contact

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Required Review

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at https://www.ebidexchange.com/alpharetta. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule 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.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response 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 vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events**.**
- Each question must 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.

A.2.5 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- 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 are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum**.**

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events**.**

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit**: Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit**: Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta
  - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement 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 the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; 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 Vendor's bid/proposal is accepted, Vendor 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 response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

For Bids (ITB) with public openings, if an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) 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 or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement 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 Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at https://www.ebidexchange.com/alpharetta. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors 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. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 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. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form in Appendix B: Optional and Information Forms. 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 procurement.

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.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement 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 Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder 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 Bidder 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 Bidder 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 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.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder 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 Bid that Bidder 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. Bidders 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. Bidders 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.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ 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 an RFP or an RFQ, 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 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.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* 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 or SOQ;
2. The Proposal or SOQ 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 or SOQ 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.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either "responsive" or "nonresponsive".

1. Responses may be found nonresponsive any time during the evaluation process if
   - any of the required information is not provided;
   - the submitted price is found to be excessive or inadequate; or
   - the Bid, Proposal, or SOQ does not comply with the plans and specifications as described and required by the procurement.
   - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
   - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

***(2) Invitation to Bid (ITB)*:**

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

- price;
- conformity to specifications;
- financial ability to meet the contract;
- previous performance;
- facilities and equipment;
- availability of repair parts;
- experience;
- delivery promise;
- terms of payment;
- compatibility as required;
- other costs;
- and other objective and accountable factors, if any.

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- ***Electronic Signature***: 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.

***(3) Request for Proposals (RFP)*:**

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 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 invite Offerors to a Presentation and Interview 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.

B.4.8 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.

B.4.9 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.

B.4.10 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.

- ***Electronic Signature***: 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.

(4) *Request for Qualifications (RFQ)*:

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to

an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ 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 the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- 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.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions 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.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response 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.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor 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 Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 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 with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 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, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

(5) 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.

(6) 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 in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 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.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

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. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 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 contracting City Department 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.

C.9 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.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB 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 $50,000.01 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) or Request for Qualifications (RFQ).

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 $50,000.01 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.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

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.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

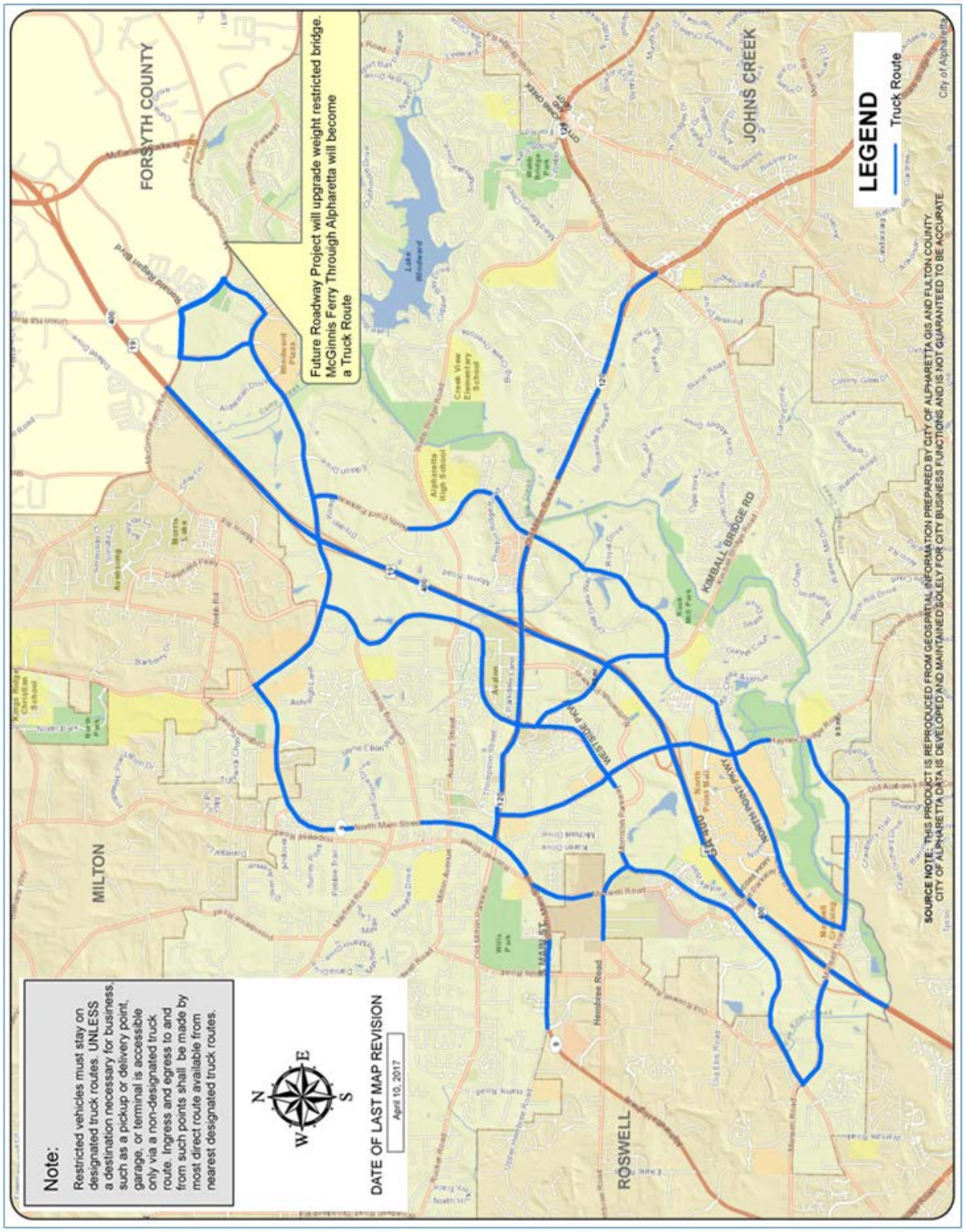
- ***Complaint:*** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

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.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

Online: http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes



City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Public Safety
Submitted By: John Robison
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: RAPSTC MOLD REMEDIATION AND HVAC REPLACEMENT

II. RECOMMENDATION:

The Public Safety Department is requesting $280,757 from unallocated funds for mold remediation at the Roswell Alpharetta Public Safety Training Center (RAPSTC).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $280,757.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Unallocated Capital	$280,757.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

On December 8, 2017, Alpharetta/Roswell experienced inclement weather that included snow. On December 11, 2017, staff found damage to the RAPSTC building that was later determined to be a catastrophic failure of the roof trusses deeming the structure inhabitable.

After extensive negotiations and collaboration between the City of Alpharetta, the insurance company and the City of Roswell, a rebuild bid was awarded to Turner Construction. The rebuild analysis conducted by Turner Construction revealed active mold that needed remediation. The mold remediation firm concluded that the mold did not come from the roof or the roof event. The insurance policy excludes mold.

The HVAC system was scheduled to be replaced within the next year and the decision was made to go forward with the replacement now, which will reduce the cost due to a new roof being constructed.

The following costs are associated with mold remediation and HVAC replacement for the Roswell Alpharetta Public Safety Training Center (RAPSTC):

Turner – Mold Remediation Cost $386,480

POH – Architectural Fees $9,100

HVAC Replacement - $165,934

Total Cost = $561,514

The City of Roswell will be paying for 50% of the total cost which leaves the City of Alpharetta responsible for $280,757.

Staff is requesting approval of a change order for the mold remediation for the Roswell Alpharetta Public Safety Training Center (RAPSTC).

V. ALTERNATIVES:

VI. ATTACHMENTS:

RAPSTC Timeline (002)

City of Roswell
FIRE DEPARTMENT
1810 Hembree Road
Alpharetta, GA 30009
Office 770-817-6230
Mobile 404-787-3257
Email: ptroche@roswellgov.com

Training Div: B.C Pabel Troche
Email: ptroche@roswellgov.com

Project Manager: D.C Tony Papoutsis
Email: tpapoutsis@roswellgov.com

September 13, 2019

RAPSTC TIMELINE

December 8, 2017	Snowfall
December 11, 2017	Monday morning – Staff found roof collapse damage. Pieper, O'Brien, & Herr (original architects) arrived on scene in the AM to assess damage. Haines, Gipson & Assoc. (original structural engineer) arrived on scene in the PM to assess the damage. Turner Construction arrived on scene in the PM to provide construction consultation.
December 13, 2017	Haines, Gipson & Assoc. provide their report of the truss failure and a drawing showing how to shore the trusses. Argo Group (Shantier Chance- Hamilton) on scene with Marc Rader (Madsen, Kneppers & Assoc.), engineer on behalf of Trident.
December 14, 2017	POH provided direction on shoring the trusses using HG&A's drawing.
December 18, 2017	Turner Construction provided cost of shoring the roof trusses so furniture can be safely removed based on HG&A's drawing ($63,016).
December 19, 2017	Marc Rader rejects Turner's proposal for shoring as too costly. He requests sketch of shoring from Turner. Charlie Brower (Turner) sent shoring plan/sketch to Rader.
December 21, 2017	Marc Rader advised he is developing a shoring plan.
December 22, 2017	Marc Rader sent his plan for shoring asking for Turner to provide a quote. He also advised he will be sending it to Choate for a quote.
December 28, 2017	Turner provides a quote of $27,042. Unknown what Choate submitted. It was never shared with Roswell.
January 4, 2018	Meeting with POH, Turner, & Trident to discuss demolition and rebuild of roof. Marc Rader did not attend. Turner and POH had continuing discussion of expansion possibilities over the next three weeks.
January 5, 2018	Marc Rader sent final shoring plan for Turner.
January 19, 2018	Marc Rader rejects Turner's roof replacement plan stating the roof can be replaced without the need to replace the interior finished surfaces. Turner hasn't submitted a quote yet.

City of Roswell
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January 25, 2018	Entered into a contract with RZIM to lease office space.
January 29, 2018	Turner provided a cost for the roof repair that included the removal of the roof and all external & interior walls because they would not be salvageable. ($2,388,043).
January 31, 2018	Turner provided cost for building expansion.
February 1, 2018	Turner starts work on shoring.
February 2, 2018	Turner provides a repair cost based on Marc Rader's specifications of keeping the building dried in. ($2,407,025.60).
February 7, 2018	Turner completes the shoring work and requests inspection by Marc Rader. Marc Rader inspected and approved the shoring later in the day.
February 12, 2018	Mike Reno/Marc Rader (MK&A) provides a cost estimate for repairing the RAPSTC ($749,299.91).
February 13, 2018	Trident/Turner/Roswell meeting. Thomas Counts conducted a meeting with all parties involved to discuss repair. The meeting took place at the RAPSTC. Turner said there were numerous assumptions they had to make to prepare a cost estimate for repair and there were no specifications to go by. Thomas Counts said he would have a scope developed so Turner could provide a valid price. Turner was asked to provide a price for Phase II of shoring that would remove all loads from the trusses.
February 16, 2018	RAPSTC moved into RZIM.
March 6, 2018	Turner provided a price for Phase II Shoring that includes the salvage of lights, speakers, HVAC ducts and controls. ($97,713).
March 8, 2018	John Mullen, Grecco Construction met on site to look at the repairs needed on behalf of Argo Group. Thomas Counts sent him. John noted the exterior walls were not plumb.
March 8, 2018	Randy Gipson, (Haines, Gipson & Assoc.) and Jeff Loman (POH) stated the exterior walls should be checked to ensure they are not compromised. This was forwarded to Thomas Counts and John Mullen.
March 19, 2018	Thomas Counts inquired about any expansion project at the RAPSTC. He was told there is no expansion project being considered by M&C at this time.
March 20, 2018	Marc Rader sent email "just checking in" because he hasn't heard anything in a month. At this point I guess he has been removed from the loop of communications.
March 21, 2018	Thomas Counts advised they (Argo) have contracted with Wiss, Janney, Elstner Assoc. to inspect the structure, develop repair scope and drawings.
March 21, 2018	Benjamin Clemons (WJE) contacted me to gain access to the RAPSTC for their initial inspection.
April 6, 2018	Thomas Counts claims Roswell has not submitted a plan to have the roof repaired ("Please understand that it is the responsibility of City of Roswell to present their claim, pursuant to the policy of insurance. We will not effect the repairs. We have engaged an engineer to complete drawings for repairs and this will be submitted to City of Roswell for competitive bidding."). This is a bit confusing.

April 7, 2018 — Shantier Chance-Hamilton is removed from the claim.

April 9, 2018 — For some reason Thomas Counts sent the MKA repair estimate from January 24, 2018.

April 10, 2018 — Benjamin Clemons requested access to the RAPSTC on April 16 and 17 on behalf of Argo to develop a scope for repairs.

April 17, 2018 — Thomas Counts forwarded an email from WJE stating they would have a set of drawings for bidding purposes by April 30, 2018.

May 11, 2018 — WJE sent a draft copy of the repair scope and drawing to Thomas Counts.

May 14, 2018 — Thomas Counts sent the "Review Only" copy of the repair scope and drawings to me and Brandon Hensley.

May 17, 2018 — Thomas Counts sent an email requesting the following from Turner:

We are interested to know if they are available to provide the following

- A Do Not Exceed cost (roof and mechanicals only) we can exclude any interior damage until after roof is on.
- What is their expected cost PLUS mark up
- What is available start date, assuming we have final drawings by 5/30
- What is expected date of roof dry in?

May 24, 2018 — Thomas Counts is requesting Turner's % for General Conditions. He also stated WJE will send the scope and drawing to their contacts for comparison (Choate and Balfour Beatty Construction).

May 29, 2018 — Turner submitted their general conditions, insurance, and cost plus.

June 4, 2018 — Thomas Counts sent out the Project manual and final copy of the drawings for bidding purposes.

June 12, 2018 — Thomas Counts sent out comparison of Turner and Choate;

Cost +	Turner 5%	Choate 8%
General Conditions	Turner 8%	Choate 12%
Insurance	Turner 1.18%	Choate 3%

June 12, 2018 — Meeting with all parties at City Hall with Thomas Counts phoning in.

June 26, 2018 — Thomas Counts sends out estimates from Choate and Turner. Choate = $967,866 and Turner = $1,834,178.

July 2, 2018 — Thomas Counts sent out WJE's discussion with Choate regarding their methodologies. WJE did not contact Turner.

July 10, 2018 — I contacted three contractors to submit bids because of the delta between Choate and Turner. Because of vacations and other issues between all the players I gave the deadline for estimates of August 6.

July 22, 2018 — Britt Grisham, Garland Construction, replied and stated they would not submit a bid because the scope was too open ended and would place them in position of incredible risk.

City of Roswell
FIRE DEPARTMENT

July 31, 2018	Mary Greer, Catamount Construction, replied and stated they would not submit a bid because the scope did not provide a clear end to the project which presented too many unknowns as to when the project would end.
August 7, 2018	Wendy Ademy set up a Go To Meeting on August 13 with all to discuss finalizing a path forward.
August 10, 2018	CT Darnell submitted an estimate of $946,532 but this only included the removal and replacement of the roof. No other repairs would be covered.
August 13, 2018	Go To Meeting didn't really finalize anything.
August 15, 2018	I sent an email to WJE concerning the exterior walls and how they were to be certified as within engineering tolerances to accept the new trusses and roof system.
August 15, 2018	Thomas Counts sent an email basically stating Trident was now out of the picture and it is up to the City of Roswell to repair the building.
August 17, 2018	HGA Engineers suggested outside testing company investigate suspicious cracks in drywall citing possible exterior wall not plumb. ECS Limited were contacted to investigate the exterior walls and determine if they were plumb/damaged by the truss movement. Turner Construction contacted to remove all drywall from the north and south exterior walls.
September 20, 2018	ECS conducted investigation of exterior wall.
October 13, 2018	ECS issues report that both north and south exterior walls were out of plumb and identified other issues.
October 29, 2018	Turner removed the drywall from the exterior walls for GHA to investigate damage and issues found by ECS. $11, 246.
November 13, 2018	ECS Invoiced $971.30 for exterior wall testing.
November 15, 2018	PO issued to Turner for $11,246 for drywall removal.
November 20, 2018	GHA Engineers issued a report based on ECS report that the exterior walls were not compromised and were structurally sound to accept trusses. Report states walls can be brought back into plumb when new trusses are installed.
December 12, 2018	BioRestore conducted inspection for asbestos ahead of interior demolition. Invoiced $1070. PO Issued to Turner for $105,626 - interior demo.
January 3, 2019	BioRestore report indicates no asbestos found in building.
January 4, 2019	Turner submits quote for interior demolition in preparation for roof removal. $105,626.
January 22, 2019	PO issued to POH for $17,400 – fees for instrior design HVAC & Electrical.
February 1, 2019	turner starts the demo of interior preparations for roof replacement.
February 8, 2019	POH issues construction drawings for interior, HVAC, and Electrical.

City of Roswell
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February 12, 2019	WJE Engineers are contracted to provide engineering oversight on the truss removal, replacement, and roof replacement. $103,150.
March 8, 2019	Turner issues final GMP for RAPSTC Repair – $1,718,717 repair $39,704 HVAC replacement $63,269 Energy efficiency compliance
March 18 – 6/12	Contract back & forth Roswell and Turner.
May 15, 2019	Turner contracts third party hazardous materials inspection prior to demolition.
June 13, 2019	Third party inspection agency's initial walk through discovers possible mold. Refers Turner to a testing company for identification and extent of mold.
June 14, 2019	PO issued to Turner for roof repair contract for $1,821,690.
June 20, 2019	WJE issues structural RFI for exterior wall bridging.
July 2, 2019	Turner change in players - Charlie Brower promoted and off project, Taylor Gallimore takes over.
July 5, 2019	WJE receives truss drawings from Turner.
July 23, 2019	Turner issues options for mold remediation. $386,480 for complete removal and replacement (clean letter). $99,132 for encapsulation (no clean letter)
July 26, 2019	Building Permit issued for project.
August 9, 2019	Turner gives quote for mold causation test - $32,048.
August 18, 2019	Authorization to proceed with the causation test received.
August 30, 2019	POH issues exterior wall drawings.
September 6, 2019	Turner issues final mold causation report indicating the truss failure had nothing to do with the mold. Moisture is entering the exterior wall through the window openings.

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Administration
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: LOBBYIST CONTRACT WITH PEACHTREE GOVERNMENT RELATIONS

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

PGR Memo to Council (002), COA.contract.2019 (002)

To: Mayor and Council
From: Bob Regus
Subject: Lobbyist Contract with Peachtree Government Relations
Date: September 20, 2019

Mayor and Council,

Earlier this month I sent you a proposal from Peachtree Government Relations (PGR) requesting the opportunity to provide lobbying services for the City beginning October 1st and going through the end of June, 2020.

PGR brings many years of governmental relations experience to us. I have personally known its President, Don Bolia since the mid 1990's and have known Don to be a responsible and prudent relationship builder who looks out for what is best for his clients.

When we need approval for legislation you have adopted, like increasing the homestead exemption, or increasing the hotel motel tax, we usually approach our local delegation and seldom have any issues. We certainly want to maintain those relationships and I would recommend we continue working our local legislation in that way. Having PGR on board can only help since they are at the Capitol day in and day out most every day of the year not just when the legislature is in session and can be an advocate for our local legislation to other members of the larger Fulton County delegation.

Where PGR can really benefit us is giving us information on what is going on in committee meetings right now in September, when there is a better opportunity to have a committee understand our view on a matter. Far too often we only find out about legislation when it has been introduced and we are in a reactive position trying to influence legislation and we know how difficult that can be.

To fund the contract I am working with Matthew Thomas to identify savings in the Economic Development budget that can be reallocated.

Any questions please let me know.

Thanks,

Bob

Peachtree Government Relations

1100 Peachtree Street
Suite 675
Atlanta, Georgia 30309
www.peachgr.com

Don Bolia
don.bolia@peachgr.com
T 404-314-4844
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September 19, 2019

Mr. Bob Regus
City Manager, City of Alpharetta
VIA e-mail

RE: City of Alpharetta – Government Relations Services

Dear Bob:

Per our recent conversation, I have drafted the following agreement. I have enjoyed talking to you, Mayor Gilvin and Council Member Burnett and believe that we can assist in your strategic plan and needs before the Georgia General Assembly and other governmental agencies.

I look forward to the challenges over the next year and look forward to many years of growth. If you have any questions, or if there is anything else that I can do, please do not hesitate to contact me directly.

SERVICES PERFORMED. I have prepared the following outline of services that Peachtree Government Relations, LLC (PGR or Consultant) will provide City of Alpharetta (COA) on a monthly basis, with the potential for on-going services. I will perform most of the work, but will be assisted by other employees of PGR. The services to be provided will include:

- We will work with you and other COA employees and consultants creating a legislative plan for the City. This may include the creation of additional CID's, TAD's or other authorities.

- Assist with appropriation matters including funding from GDOT, DCH or other agencies that are critical to the COA.

September 19, 2019
Mr. Bob Regus

- Meet with COA Mayor, Council and senior staff as requested.
- We will develop a tracking system to deliver information on matters before the Georgia General Assembly and other pertinent agencies.
- We will work with key trade associations such as the Georgia Municipal Association (GMA), the Association of County Commissioners of GA (ACCG), and other related groups to help represent the interest of the COA.
- Attend all key legislative committee meetings, as well as policy meetings and report back pertinent information to COA staff.
- Set up key pre-Session meetings with legislators and policy makers in order to further the COA agenda.
- Coordinate the development of the COA legislative agenda.
- Assist with drafting legislation.
- Coordinate meetings with other local governmental entities such as the various cities in Fulton County, Fulton County School Board and the Fulton County Commission.
- Help develop an effective system for communicating the COA agenda and other policy initiatives with local and state government officials.
- Work with local advocacy groups such as neighborhood associations and community activist to coordinate the policy goals of COA.

This contract is a monthly renewable contract and will be renewed automatically unless cancelled by written notice by either party. Either party may cancel this contract at any time with 30 days written notice. All work product will be returned to COA, and all fees due will be paid to PGR.

We will provide these services, commencing October 1, 2019, for a monthly fee of $3,000. This contract will have a term of nine (9) months but can be extended with the agreement of COA and PGR.

September 19, 2019
Mr. Bob Regus

Ordinary expenses such as travel expenses, mileage, postage, printing, and photocopying will be in addition to the above fee and will be added to your bill as they are incurred. We will not accrue any extraordinary expenses without express authorization. Our billing for services will be as follows:

We will send monthly bills to you starting November 1, 2019 unless instructed otherwise. Each monthly bill to be paid within 30 days of receipt.

In the event that an issue or project arises that requires services outside of those enumerated, we will negotiate a separate agreement for fees and services.

If the terms of this letter are satisfactory, please sign in the place provided, and return to me. We appreciate the opportunity to be of service to you and look forward to getting to work.

Very truly yours,

Don Bolia

DMB:kkgm

Confirmed:

_____
Bob Regus, City Manager

Date:_____

City Council Meeting & Public Hearing
STAFF REPORT

Submitting Department: Council
Submitted By:
Sponsored By:
Meeting Date: September 23, 2019

I. AGENDA ITEM TITLE: HOMESTEAD EXEMPTION (COUNCIL MEMBER BURNETT)

II. RECOMMENDATION:

This item is for discussion purposes only.

III. REPORT IN BRIEF:

Council Member Burnett will initiate discussion regarding the City's homestead property tax exemption program.

IV. ALTERNATIVES:

V. ATTACHMENTS: