



## City Council Meeting OCTOBER 21, 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. Council Meeting Minutes (Meeting of 10/7/2019)
- V. PUBLIC HEARING
  - A. CU-19-06 Glam My I/Spa Services  
*Consideration of a conditional use to allow 'Spa Services' for Glam My I in the C-1 (Neighborhood Commercial) district. The property is located at 4305 State Bridge Road, Suite 103 and is legally described as being located in Land Lot 120, 1st District, 1st Section, Fulton County, Georgia.*
  - B. V-19-13 TPA/360 Tech Village Variance  
*Consideration of a variance request to reduce the waiting period for an application for zoning change affecting the same property from one (1) year to six (6) months. The property is located on the west side of Haynes Bridge Road and south of Lakeview Parkway and is legally described as Land Lots 744, 745, 752, and 753, 1st District, 2nd Section, Fulton County, Georgia.*
- VI. NEW BUSINESS
  - A. Microsoft Azure Cloud Infrastructure as a Service (IaaS)
  - B. Records Storage and Shredding Services (ITB 20-002)
  - C. Event Lighting & Seasonal Décor (RFP # 20-111)
  - D. FY20 Portable Wood Chipper Replacement
  - E. FY20 Public Works Fleet Replacements
  - F. FY20 On-Call Pavement Markings
  - G. Resolution and P&S Agreement with Fulton County Board of Education
  - H. Resolution and Teasley Street IGA with Fulton County Board of Education
- VII. PUBLIC COMMENT
- VIII. REPORTS
- IX. ADJOURNMENT



# City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: October 21, 2019

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**I. AGENDA ITEM TITLE:** COUNCIL MEETING MINUTES (MEETING OF 10/7/2019)

**II. RECOMMENDATION:**

**III. REPORT IN BRIEF:**

**IV. ALTERNATIVES:**

**V. ATTACHMENTS:**

City Council Meeting draft minutes 10-07-2019 (002)





City Council Meeting  
October 7, 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
  - o Mayor Jim Gilvin
  - o Mayor Pro Tem Donald F. Mitchell
  - o Jason Binder
  - o Ben Burnett
  - o John Hipes
  - o Dan Merkel
  - o Karen Richard
- Staff
  - o Bob Regus, City Administrator
  - o Sam Thomas, City Attorney
  - o James Drinkard, Asst. City Administrator
  - o Peter Sewczwicz, Director of Public Works
  - o John Robison, Director of Public Safety
  - o Morgan Rodgers, Director of Recreation, Parks & Cultural Services
  - o Kathi Cook, Director of Community Development
  - o Michael Woodman, Senior Planner
  - o Tom Harris, Director of Finance
  - o Eric Graves, Senior Transportation Engineer/Planner
  - o Kurt Kirby, Projects Manager

### **III. PLEDGE TO THE FLAG**

### **IV. CONSENT AGENDA**

#### **A. Council Meeting Minutes (Meeting of 9/23/2019)**

#### **B. Financial Management Report: Month Ending August 31, 2019**

❖ Mayor Pro Tem Mitchell offered a motion to approve the consent agenda

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (7-0)

### **V. PUBLIC HEARING**

#### **A. E-19-04 Honey Baked Ham Sign Exception**

- Senior Planner, Michael Woodman, came forward to present this item.
- Staff recommend Mayor and Council approve E-19-04 Honey Baked Ham Sign Exception, subject to the following conditions:
  1. Wall sign location, size, type, color, illumination and associated landscaping shall be limited to submitted plans, with final approval by Staff.
  2. No additional wall signs shall be permitted for the applicant's tenant space.
- The applicant, Honey Baked Ham, is requesting consideration of a sign exception to allow an additional wall sign, for a total of two (2) wall signs, on the south elevation of the Honey Baked Ham tenant space. The Unified Development Code (UDC) allows one (1) wall sign per road frontage for each tenant and no more than one (1) wall sign on the front elevation. In addition, the UDC allows a wall sign for corner tenants in a shopping center, such as Honey Baked Ham, and a wall sign on the rear of the building facing a parking lot. The applicant is requesting to aggregate allowable wall sign area and distribute over the two (2) proposed wall signs on the front of the building. The subject property is located at 7601 North Point Parkway, Suite A, on the northwest side of North Point Parkway and north of Mansell Road.
- The submitted request, if approved, would allow two (2) wall signs on the front elevation of the Honey Baked Ham tenant space facing North Point Parkway. The Unified Development Code (UDC) allows one (1) wall sign per road frontage for each tenant and no more than one (1) wall sign on the front elevation. In addition, the UDC allows a wall sign for corner tenants in a shopping center, such as Honey Baked Ham, and a wall sign on the rear of the building facing a parking lot. The applicant is requesting to aggregate allowable wall sign area and distribute over the two (2) proposed wall signs on the front of the building. The subject property is located at 7601 North Point Parkway, Suite A, on the northwest side of North Point Parkway and north of Mansell Road.

- The subject property is zoned PSC (Planned Shopping Center) and is developed with a 1-story, 6,000 square foot multi-tenant building with two (2) tenant spaces. Surrounding properties are also zoned PSC and are located within the North Point Overlay. Mattress Firm is located in the adjacent suite to the northeast, TJ MAXX and Five Below to the west and Barnes and Noble to the southeast.
- UDC Section 2.6.12 (A)(2) Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space) – Wall Signs states, “One wall sign per road frontage for each tenant space no greater than one (1) sq. ft. of sign area per one (1) ln. ft. of tenant space frontage shall be permitted; provided, however, no more than two (2) wall signs shall be allowed for a tenant space (i.e. Corner tenants within strip shopping centers may have a wall sign on the end of the building in addition to the wall sign on the front of the building for a maximum of two (2) wall signs).” The North Point Overlay allows one (1) additional wall sign, not to exceed 24 square feet, located on the rear of the building, since it backs up to a parking area.
- The applicant proposes two (2) walls on the front elevation of the building facing North Point Parkway. Honey Baked Ham has 75’ of tenant frontage facing North Point Parkway and 40’ of tenant frontage on the corner of the building. Including the maximum 24 square foot wall sign allowance on the rear of the building, a total of 139 square feet of sign area is permitted for three (3) wall signs on the applicant’s tenant space. The applicant is in the process of replacing the existing wall sign over the front entrance of the tenant space with an 18.9 square foot, internally illuminated wall sign, which has received Design Review Board approval and a sign permit has been issued. A 2nd wall sign is proposed as a painted wall graphic, or stencil, in the outline of a ‘Pig’ and is proposed to be 69.1 square feet. External gooseneck downlighting is proposed to illuminate the ‘Pig’ wall sign. The applicant is requesting two (2) wall signs on the front elevation of the building, which is 51 square feet, or 37%, less in total sign area than what is permitted by the Sign Code.
- Staff has reviewed the application and is in general agreement with the requested sign exception. The criteria have been met and the applicant’s request should not impact surrounding properties. The applicant is permitted a total wall sign area of 139 square feet, of which the applicant proposes 88 square feet of sign area for the two (2) wall signs facing North Point Parkway. If approved, conditions are recommended limiting the size, location, type, color and illumination, as well as limiting additional wall signs for the applicant’s tenant space. Two (2) smaller signs would be more aesthetically pleasing than three (3) wall signs with a total sign area of 139 square feet.
- The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that no comments were received.
- The CZIM was held on September 11, 2019. There were no public comments on the sign-in sheet.
- The Honey Baked Ham representative, Rosa Shaw and the Mc’s Group Sales Manager, Brain Mailman, came forward on behalf of the applicant.

**Public Comment:**

- No Public Comment

- ❖ Council Member Richard offered a motion to approve E-19-04 Honey Baked Ham Sign Exception, subject to the following conditions:

1. Wall sign location, size, type, color, illumination and associated landscaping shall be limited to submitted plans, with final approval by Staff.
2. No additional wall signs shall be permitted for the applicant's tenant space.
  - The motion received a second from Council Member Binder
  - The motion was approved unanimously (7-0)

#### **B. E-19-03 Smoothie King/Twin Oaks Sign Exception**

- Senior Planner, Michael Woodman, came forward to present this item.
- Staff recommend Mayor and Council approve E-19-03 Twin Oaks/Smoothie King Sign Exception, subject to the following conditions:
  1. One (1) double-sided monument sign shall be permitted on the property no closer than seven-feet (7') from the front property line along Old Milton Parkway. Monument sign shall be substantially similar to the submitted sign plan prepared by Option Signs, except to comply with conditions below and final approval by Staff.
  2. Monument sign shall have a brick or stone base, if approved by Preston Ridge. Decorative landscape bed shall be provided at the base of the monument sign, with final approval by Staff.
- The applicant, Cory Cianci, is requesting consideration of a sign exception to allow a monument sign within seven-feet (7') of the property line along Old Milton Parkway. The Unified Development Code (UDC) requires that the monument sign on the subject property be setback 20' from the public right-of-way. The subject property is located at 3460 Old Milton Parkway, near the northeast corner of Old Milton Parkway and North Point Parkway.
- The submitted request, if approved, would allow one (1) monument sign within seven-feet (7') of the public right-of-way (Old Milton Parkway). The Unified Development Code (UDC) requires that the monument sign on the subject property be setback 20' from the public right-of-way. The subject property is located at 3460 Old Milton Parkway, near the northeast corner of Old Milton Parkway and North Point Parkway.
- The subject property is zoned CUP (Community Unit Plan), subject to the Preston Ridge Master plan. The property is an undeveloped 0.9-acre outparcel at the rear of a 2-story, 14,284 square foot shopping center building. Surrounding properties are also zoned CUP, with the Big Creek Greenway located to the east, Staybridge Suites Alpharetta – North Point to the north, Twin Oaks shopping center to the west, and Northpoint Day Centre shopping center to the south.
- UDC Section 2.6.12 (A)(1) Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space) – Primary Free-standing Sign (Monument Sign) states, “One (1) primary monument sign no greater than ten (10) ft. in height

with no more than forty-two (42) sq. ft. of copy area shall be permitted in a strip shopping center. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area. This sign shall be set back 20 ft. from the public right-of-way."

- The applicant proposes one (1) double-sided monument sign to the right of the project entrance and located within seven-feet (7') of the front property line along Old Milton Parkway. The monument sign is proposed to be 6.5' in height with three (3) tenant panels and an overall sign area of 34.67 square feet. The monument sign has a black granite base, which is the material typically used on monument signs in Preston Ridge. A tenant panel is identified for Smoothie King and the other two (2) are blank. The subject property has a 20' sanitary sewer easement running along its frontage, which dictates placement of the monument sign approximately 35' from the front property line and within the parking lot of the proposed development. In addition, the monument sign would be approximately 65' from edge of curb on Old Milton Parkway.
- Staff has reviewed the application and is in general agreement with the requested sign exception. The sign exception criteria have been met and the applicant's request should not impact surrounding properties. The proposal is unique given the presence of a 20' sanitary sewer easement running along the frontage of the property, which would place the monument sign approximately 35' back from the front property line and approximately 65' back from the edge of curb on Old Milton Parkway. If approved, it is recommended that the monument sign dimensions be limited to the submitted plans and that decorative landscaping be required around the base of the monument sign. In addition, it is recommended that the applicant use brick or stone on the base of the monument sign, if approved by Preston Ridge.
- The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that no comments were received.
- The CZIM was held on September 11, 2019. There were no public comments on the sign-in sheet.
- The applicant, Cory Cianci, came forward to speak on behalf of the item.

**Public Comment:**

- No Public Comment

❖ Council Member Richard offered a motion to approve E-19-03 Smoothie King/Twin Oaks Sign Exception subject to the following conditions:

1. One (1) double-sided monument sign shall be permitted on the property no closer than seven-feet (7') from the front property line along Old Milton Parkway. Monument sign shall be substantially similar to the submitted sign plan prepared by Option Signs, except to comply with conditions below and final approval by Staff.
2. Monument sign shall have a brick or stone base, if approved by Preston Ridge. Decorative landscape bed shall be provided at the base of the monument sign, with final approval by Staff.

- The motion received a second from Council Member Merkel
- The motion was approved unanimously (7-0)

### **C. PH-19-20 North Point Creative Placemaking Plan**

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council adopt the North Point Creative Placemaking Plan.
- The North Point LCI update, completed in February 2018, identifies Placemaking as an area-wide initiative to enhance development and reinvestment into the area and to create memorable experiences for consumers.
- ARC awarded the City \$75,000.00 in Community Development Assistance Program (CDAP) grant funds to complete the Placemaking Plan, with the City committing to a 20% match in the amount of \$18,750.00.
- The City issued the North Point Creative Placemaking Plan RFP (#19-101) on July 5, 2018. Seven (7) consultant teams responded to the RFP with two (2) teams being shortlisted for interviews. The contract was ultimately awarded to MKSK.
- City Attorney, Sam Thomas, read the resolution aloud.

#### **Public Comment:**

- No Public Comment
- ❖ Council Member Richard offered a motion to approve PH-19-20 North Point Creative Placemaking Plan and the resolution as read by the City Attorney
  - The motion received a second from Mayor Pro Tem Mitchell
  - The motion was approved unanimously (7-0)

## **VI. NEW BUSINESS**

### **A. Resolution of Commitment for Federal Funds Projects**

- Senior Transportation Engineer/Planner, Eric Graves, came forward to present this item.
- Staff recommends Mayor and Council approve a Resolution of Commitment to Provide Local Match to Federal Funding Award for Transportation Projects.
- The Atlanta Regional Commission has sent out a call for applications for transportation projects to be funded in the forthcoming 2020-2025 Transportation Improvement Program. Funds are awarded for new TIP projects and phases, supplemental funding for existing TIP projects, and funding for TIP studies and related non-capital initiatives. Projects with federal dollars do require additional

environmental impact studies which can increase a project timeline. Staff is recommending submitting two applications:

1. Pedestrian improvements along North Point Parkway which include 12' sidewalks, landscaping, lighting, placemaking signage, crosswalks as recommended in the North Point LCI and North Point Placemaking Plan. The section is located between Haynes Bridge Road and Mansell Road.  
Estimated Cost: \$20,000,000 Match: \$4,000,000
  2. Tunnel under Haynes Bridge Road to connect Alpha Loop.  
Estimated Cost: \$5,000,000 Match: \$1,000,000
- In order for an application to be considered, the Atlanta Regional Commission requires a resolution of commitment from the sponsoring agency to help ensure a project will move forward if Federal Funding is awarded.
  - City Attorney, Sam Thomas, read the resolution aloud.

**Public Comment:**

- No Public Comment
- ❖ Council Member Richard offered a motion to approve a Resolution of Commitment to Provide Local Match to Federal Funding Award for Transportation Projects
  - The motion received a second from Council Member Binder
  - The motion was approved unanimously (7-0)

**B. Georgia Outdoor Stewardship Program Grant Resolution**

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council approve the Resolution to authorize the submission of the 2019-2020 Georgia Outdoor Stewardship Program pre-application to the Georgia Department of Natural Resources and the funding in an amount not to exceed to \$283,588.00 and authorize the Mayor to execute all necessary documents.
- In 2018, 83% of Georgia voters authorized the Georgia Outdoor Stewardship Act. The result is the inaugural 2019-2020 funding cycle of the Georgia Outdoor Stewardship Program (GOSP) managed by the Georgia Department of Natural Resources (GaDNR). The Georgia Outdoor Stewardship Act dedicated 40% of existing sales and use taxes on outdoor sporting goods to fund stewardship projects of existing state and local parks, acquire and development new state and local parks, and acquire and protect new lands critical to the protection of our wildlife and clean water supplies.
- The City of Alpharetta is requesting \$1,000,000.00 for the streambank restoration within Wills Park. All contractual work necessary to complete the project will be included. The grant requires a minimum match requirement of 25% of the total project cost, which is \$250,000.00. Funding is currently available in the City's capital

budget for the amount of \$283,588.00.

- The City conducted an RFP for the Wills Park Streambank Restoration in 2018. It was determined that additional funding would be necessary to complete the proposed project. Staff believes the GOSP is good alternative funding source that could help the City complete this environmental initiative.
- The grant will be evaluated on a points system. Any additional funding above the required match will assist in more calculated points. Staff is recommending that the City apply the current funding of 283,588.00 in the capital budget to the grant match. This would make the grant match amount 28% of the total estimated cost.
- The attached resolution includes approval of the pre-application, which is due on October 31, 2019. If GaDNR approved the pre-application, a second level application is due on May 30, 2020.
- City Attorney, Sam Thomas, read the resolution aloud.

**Public Comment:**

- No Public Comment
- ❖ Council Member Binder offered a motion to approve a Resolution to authorize the submission of the 2019-2020 Georgia Outdoor Stewardship Program pre-application to the Georgia Department of Natural Resources and the funding in an amount not to exceed to \$283,588.00 and authorize the Mayor to execute all necessary documents.
  - The motion received a second from Council Member Burnett
  - The motion was approved unanimously (7-0)

**C. On Call Park and Trail Construction Services for Windward Soccer Complex.**

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council approve the Windward Park trail and site construction contract to Steel and Associates Inc. in the amount of \$255,675.00 and authorize the Mayor to execute all necessary documents.
- Earlier this year council awarded a Request for Qualification to two on-call vendors: Steele and Associates, Inc. and Integrated Construction and Nobility, Inc. to provide on call trail constructions services. The decision will be made at the time of construction on which firm will be best suited to perform the work.
- In support of Council's New Park Development Initiative, an on-call contract was approved for Pond Company to prepare construction documents to redevelop the Windward Soccer Complex to a community park.
- After receiving the documents from Pond Company, Staff requested a quote from our on-call trail construction vendors to price the project per the submitted plans. The vendors were asked to provide the necessary labor, equipment and



materials to construct trails as well as necessary site work specified in the design. Since both companies were capable of performing the work specified, staff based the decision on lowest price submitted. Steele and Associates, Inc. provided the lowest quote.

- This project is primarily a trail project but in terms of scope of work and projected cost these vendors were chosen to quote as opposed to soliciting general park construction contractors.
- Staff recommends awarding the Windward Soccer Complex trail and site construction contract to Steel and Associates Inc. in the amount of \$255,675.00.

**Public Comment:**

- No Public Comment
- ❖ Council Member Binder offered a motion to approve the Windward Park trail and site construction contract to Steel and Associates Inc. in an amount not to exceed \$255,675.00 and authorize the Mayor to execute all necessary documents.
  - The motion received a second from Council Member Richard
  - The motion was approved unanimously (7-0)

**D. Playground Installation at Windward Soccer Complex (RFP 20-110)**

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council award RFP 20-110 to Great Southern Recreation for a contract to install a playground at the Windward Soccer Complex for an amount not to exceed \$ 98,506.27 and authorize the Mayor to execute all necessary documents.
- The award of this Request for Proposal is to provide a turnkey playground installation for the Windward Soccer Complex redevelopment.
- In an effort to execute Council's Park Development capital initiative, an RFP was prepared by a Committee including representatives from the Alpharetta Recreation Parks and Cultural Services Department. RFP 20-110 was advertised in August of 2019 and submissions were accepted until September 19, 2019.
- The City received a total of six (6) responses which were submitted to the Evaluation Committee for review and ranking.
- The Evaluation Committee reviewed the submissions from September 19 – September 24, 2019. On September 25, 2019, the scores were calculated by the Finance Department. Each proposal was evaluated based on the following criteria: Company overview, Project Staffing and available resources (10%); Design Concept (25%), Method of Providing Service and timeline (25%); Reference/Completed Project (12%); Quality and value of equipment (25%), and Alpharetta Vendor Preference (3%). The resulting scores were as follows:

1. Great Southern Recreation: 88.88 pts
2. KOMPAN: 77.88 pts
3. Bliss Products and Services, Inc.: 68.44 pts
4. Great Outdoors Play Systems: 65.60 pts
5. PlaySouth Playground Creators: 65.56 pts
6. PlayCore Wisconsin DBA GameTime: 52.12 pts

- The City provided plans designating area on approximately 7,000 square feet and \$100,000.00 budget. Playground companies were asked to present a turnkey design and install concept with the following elements to be provided: inclusivity for all abilities, natural play elements, musical play components, and play equipment that challenges ages 2-12. The committee was seeking a design with a “WOW” factor.
- Great Southern Recreation provided a proposal that provided all the requested components within the budget and timeline requested. The committee found that they presented the overall best design to meet the needs of this park. In other words, they had the best “WOW” factor.
- Staff recommends awarding RFP 20-110 to Great Southern Recreation a contract to install a playground at the Windward Soccer Complex in the amount of \$98,506.27.

**Public Comment:**

- No Public Comment
- ❖ Council Member Binder offered a motion to award RFP 20-110 to Great Southern Recreation for a contract to install a playground at the Windward Soccer Complex in an amount not to exceed \$98,506.27 and authorize the Mayor to execute all necessary documents
  - The motion received a second from Council Member Merkel
  - The motion was approved unanimously (7-0)

**E. Arboricultural On-Call Services for Public Works Contract, RFP #20-101**

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council award RFP No. 20-101 to The F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) for the Arboricultural On-Call Services for Public Works Contract and authorize the Mayor to execute all necessary documents.
- Alpharetta Public Works has a continuing need for a reliable and responsive arboriculture contractor. Arboricultural services are needed to supplement Public Works resources in providing safe, efficient, and effective tree care and tree removal services. This arboricultural service contractor will also be available on an emergency basis, 24 hours a day, seven days a week.
- The Department of Public Works, with guidance from the Department of Finance, prepared this RFP (request for proposal) and advertised for proposals in July of 2019. Proposals were received by the City on August 8, 2019. The proposals were then

reviewed by the Evaluation Committee during the month of August. The Evaluation Committee consisted of City staff members from the Department of Public Works, Community Development, and the Department of Recreation and Parks. The Department of Finance facilitated the committee evaluation process. Each member of the committee scored the proposals independently based on the evaluation criteria set forth in the RFP. After the completion of independent reviews, the Evaluation Committee then met on August 16, 2019 to tabulate the overall scores of the respondents.

- For RFP 20-101 Arboricultural On-Call Services for Public Works Contract, the City received a total of six proposals from the following companies: Atlanta Premier Tree Solutions, LLC., Bartlett Tree Experts, Boutee Tree, Inc., Caldwell Tree Care, Donwey Trees, Inc., and Richmond Tree Experts, Inc. Each proposal was first pre-qualified to determine that the submitting company had the required insurance and business licenses.
- Proposals were then evaluated and scored on the following five criteria:
  1. ISA Certifications (quantity and years)
  2. Company Experience (including pesticide license holders)
  3. Business Location
  4. Overall Impression of Company and Response to RFP
  5. Local Vendor Preference
- The top scoring proposal belonged to Bartlett Tree Experts, with an evaluation score of 4.13 out of 5.0. Cost was evaluated for the top three highest scoring proposals and Bartlett Tree Experts' costs were in line with the next two highest scoring proposals. The Evaluation Committee has recommended award of RFP 20-101 Arboricultural On-Call Services for Public Works Contract to Bartlett Tree Experts. The contract is for five (5) years with an anticipated effective date of November 1, 2019.

**Public Comment:**

- No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve RFP No. 20-101 to The F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) for the Arboricultural On-Call Services for Public Works Contract and authorize the Mayor to execute all necessary documents
  - The motion received a second from Council Member Binder
  - The motion was approved unanimously (7-0)

**F. Preemptive Signal Change Order and MOU with North Fulton Community Improvement District**

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council approve change order number 1 to Temple, Inc in the amount of \$308,000 for the purchase and installation of

equipment/software/hardware for the application of preemptive traffic signals and connected vehicles; approve the memorandum of understanding (MOU) between the City and North Fulton Community Improvement District (NFCID) related to such equipment; and authorize the Mayor to execute all necessary documents.

- On July 8, 2019, Mayor and City Council approved allocating \$300,000 to Temple, Inc to install preemptive traffic signal software and hardware at 100 of the City's traffic signals. The North Fulton Community Improvement District (NFCID) has allocated over \$300,000 to install preemptive traffic signal hardware as well as prepare for Ford Motor Company's 2022 roll out of connected vehicles. The NFCID equipment will be placed on the mast arm (see attached photo) while the City's equipment will be placed on top of the traffic control box. The reason why the NFCID's equipment is on the mast arm is for the radio antennas to have a clearer line of sight to operate.
- Both systems allow pedestrians, bicyclist, and vehicles to be connected to one another. The City's system requires one to download an app and have the app turned on. While the NFCID's system works off the same app as well as the future roll out of Ford Motor Company vehicles in the year 2022.
- The change order in the amount of \$308,000 to Temple's contract with the City is basically a pass-through. Through execution of the MOU, the NFCID is providing the City \$308,000 to complete the installation of preemptive traffic signal hardware and connected vehicle capabilities. Since Temple has already started installation of the equipment at 100 of our signals, approval of the change order will keep the project moving forward and enable the City to have all the signals equipped with preemptive capabilities without any lag in between.
- One component of the MOU between the City and the NFCID to take note of is the NFCID's request to have the signals they purchased the equipment for to be active with connected vehicles on day one of operation. The NFCID is interested in seeing how the equipment operated with vehicles to pedestrians to bicyclist. Note, only Public Safety Apparatus Vehicles will have the necessary equipment installed in their vehicles to operate the preemptive traffic signal component of the project; this goes for both the City's and NFCID's equipment. Lastly, upon completion of the installation, the City will own the equipment the NFCID paid for and working with Temple the City shall be responsible for maintenance.
- Program Director for the NFCID, Kristen Winzeler, came forward to speak on behalf of the item.

**Public Comment:**

- No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve change order number 1 to Temple, Inc in an amount not to exceed \$308,000 for the purchase and installation of equipment/software/hardware for the application of preemptive traffic signals and connected vehicles; approve the memorandum of understanding (MOU) between the City and North Fulton Community Improvement District (NFCID) related to such equipment; and authorize the Mayor to execute all necessary documents

- The motion received a second from Council Member Merkel
- The motion was approved (6-1); Council Member Burnett voted in opposition

**G. Modifications and Renewal of the Intergovernmental Agreement Between Roswell and Alpharetta for RAPSTC**

- Director of Public Safety, John Robison, came forward to present this item.
- Staff recommends Mayor and Council approve the modifications and renewal of the Intergovernmental Agreement (IGA) between the City of Roswell and the City of Alpharetta for RAPSTC and authorize the Mayor to execute all necessary documents.
- Alpharetta Public Safety and Roswell Police and Fire wish to continue to use RAPSTC as a centralized training location for both cities. This IGA renewal has one major change from the previous IGA. The cities of Roswell and Alpharetta will split all RAPSTC related costs 50/50 moving forward.
- This IGA has been reviewed by the City Attorney.

**Public Comment:**

- No Public Comment
- ❖ Council Member Hipes offered a motion to approve the modifications and renewal of the Intergovernmental Agreement (IGA) between the City of Roswell and the City of Alpharetta for RAPSTC for a total project amount not to exceed \$163,203.00 and authorize the Mayor to execute all necessary documents
  - The motion received a second from Council Member Burnett
  - The motion was approved unanimously (7-0)

**H. Resolution in Support of Locally Established Building Design Standards for Residential Dwellings and in Opposition to HB 302 and Senate Bill 172**

- City Administrator, Bob Regus, came forward to present this item.
- Staff recommends Mayor and Council approve the resolution in support of locally established building design standards for residential dwellings; and in opposition to House Bill 302 and Senate Bill 172.
- Founder and Principal of Peachtree Government Relations, Don Bolia, came forward to speak on behalf of the item.
- City Attorney, Sam Thomas, read the resolution aloud.

## **Public Comment:**

- No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the resolution in support of locally established building design standards for residential dwellings; and in opposition to House Bill 302 and Senate Bill 172
  - The motion received a second from Council Member Richard
  - The motion was approved unanimously (7-0)

## **VII. WORKSHOP**

### **A. Discussion of Website Redesign Project**

- Assistant City Administrator, James Drinkard, came forward to present the workshop and introduced a discussion on plans for the planning and design of a new City of Alpharetta website using experience (UX) design techniques.
- User Experience Design is the process of enhancing customer satisfaction and loyalty by improving the usability, ease of use, and pleasure provided in the transaction. It encompasses all aspects of the end-user's interaction with the organization, its services, and its products.
- To elevate the customer experience and improve processes we need to take a much closer look at how our citizens and customers are trying to interact with us and doing that requires expertise that we do not possess.
- The City website is the front door to our community and is sometimes the sole point of interaction between a citizen or potential citizen and their local government.
- This item is presented for discussion purposes only and no action is required.

## **VIII. PUBLIC COMMENT**

- Don Nahser, 305 Sharon Drive, Alpharetta, came forward to suggest reaching out to website design students at Gwinnett Technical College to assist the City with our website redesign project.
- John Courtney, 120 Woodfield Lane, Alpharetta, came forward to speak on the City's website redesign project.

## **IX. REPORTS**

- Council Member Richard announced the CZIM meeting on Wednesday, October 3, 2019 at 6:00 pm and this Thursday, October 4, 2019 at 6:30 pm the City Arborist is hosting a sip and stroll through Brooke Street Park. Additionally, on October 17, 2019 at 5:00 pm the City is hosting the North Point Eco-District Preview Event at the North Point Mall.

## **X. ADJOURNMENT TO EXECUTIVE SESSION**

- ❖ Council Member Binder offered a motion to adjourn to Executive Session
  - The motion received a second from Mayor Pro Tem Mitchell
  - The motion was passed (6-1); Council Member Burnett abstained
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting to Executive Session at 9:00 P.M.

Respectfully submitted,

  
Erin Cobb, City Clerk



# City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: October 21, 2019

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**I. AGENDA ITEM TITLE: CU-19-06 GLAM MY I/SPA SERVICES**

*CONSIDERATION OF A CONDITIONAL USE TO ALLOW 'SPA SERVICES' FOR GLAM MY I IN THE C-1 (NEIGHBORHOOD COMMERCIAL) DISTRICT. THE PROPERTY IS LOCATED AT 4305 STATE BRIDGE ROAD, SUITE 103 AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 120, 1ST DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA.*

**II. RECOMMENDATION:**

**III. REPORT IN BRIEF:**

**IV. ALTERNATIVES:**

**V. ATTACHMENTS:**

Glam My I Spa Services CC Staff Report, Aerial Map, Future Land Use, Zoning Map, Location Map, Spa Map October 2019, CZIM Sign In Sheet, Citizen Part B (002), Glam My I App





# CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

## I. AGENDA ITEM TITLE: CU-19-06 GLAM MY I SPA SERVICES

CITY COUNCIL: OCTOBER 21, 2019

This item was heard at the 10/3/2019 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. Vote 5-0

## II. RECOMMENDATION:

Approve CU-19-06 Glam My i Spa Services, subject to the following conditions:

1. 'Spa Services' shall be added as a conditional use at 4305 State Bridge Road Suite 103, limited to no more than 1,200 square feet.
2. Conditional use approval shall be limited to Glam My i Salon; no additional spa services businesses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be Monday – Saturday 10:00 AM – 7:00 PM and Sunday 12:00 PM – 6:00 PM.
4. Window signage and window lighting trim shall be prohibited.

## III. REPORT IN BRIEF:

The applicant, Glam My i Salon, is requesting a conditional use permit to allow 'Spa Services' for a business providing eyebrow threading and waxing. The applicant's business is opening as a beauty salon, but would like to add some spa services, such as full body waxing, facials and laser hair removal. The subject property is located at 4305 State Bridge Road, Suite 103, in the Alpharetta Commons (Publix) shopping center on the south side of State Bridge Road and west of Kimball Bridge Road.

## DISCUSSION

The submitted request, if approved, would permit the applicant to provide facial, full body waxing and laser hair removal services in a 1,200 square foot suite in the Alpharetta Commons shopping center. Glam My i Salon is in the process of opening as a beauty salon but would like to add some spa services to enhance their offerings. The subject property is located at 4305 State Bridge Road, Suite 103, in the Alpharetta Commons (Publix) shopping center on the south side of State Bridge Road and west of Kimball Bridge Road.

The property is zoned C-1 (Neighborhood Commercial), which allows 'Spa Services' with approval of a conditional use permit. Surrounding properties are zoned C-1 to the east and CUP (Community Unit Plan) to the north, west and south. Businesses in the vicinity of the applicant's request include, Publix to the west, Taco Mac to the east and Wendy's to the north. The Alpharetta Commons shopping center backs up to the Park Brooke Subdivision.

Alpharetta Commons is a 94,220 square foot shopping center with Publix as the anchor, as well as in-line space for retail, restaurant and office uses. The applicant's business is proposed in Suite 103, which is a 1,200 square foot suite facing State Bridge Road and to the left of Publix. Other

businesses within the Alpharetta Commons shopping center include Taco Mac, Wendy's, Royal Liquor Store, 21<sup>st</sup> Century Cleaners and Chick-fil-A, to name a few.

Full body waxing, laser hair removal and facial services are categorized as 'Spa Services' use. Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as follows:

"A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, and hair removal/waxing, 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."

The applicant's 1,200 square foot suite complies with the maximum size in the definition of 'Spa Services' and there are no comparable businesses within 2,000' of the applicant's proposed location.

The City's Code of Ordinances, Section 12-172 establishes a minimum distance requirement of 300' for spa establishments from State Route 9, State Route 120, churches, schools, public parks, day care facilities and residences. Alpharetta Commons shopping center is located on State Route 120 (Old Milton Parkway/State Bridge Road). However, the applicant's business is approximately 400' from SR 120 and approximately 350' from a residence.

Glam My i Salon is a new business currently in the process of opening as a beauty salon. If the conditional use to allow Spa Services is approved, the business would provide a variety of services, including eyebrow threading, eyelash extensions, facials, full body waxing, laser hair removal, and microblading (eyebrow tattooing). Hours of operation are Monday – Saturday 10:00 AM – 7:00 PM and Sunday 12:00 PM – 6:00 PM. The applicant anticipates up to three (3) employees at the proposed location.

#### 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: Alpharetta Commons 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 on the subject property.*

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 retail service use would be complimentary to the other commercial uses in Alpharetta Commons shopping center and therefore should not be injurious to the use and enjoyment of the area.*

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 retail service use would complement the other commercial uses in Alpharetta Commons shopping center.*

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 retail service use would complement the other commercial uses in Alpharetta Commons shopping center.*

## 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 retail service use would complement surrounding commercial uses and sufficient parking exists to support the proposed use. If approved, conditions should be established that regulate and limit an expansion of services.

## 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.

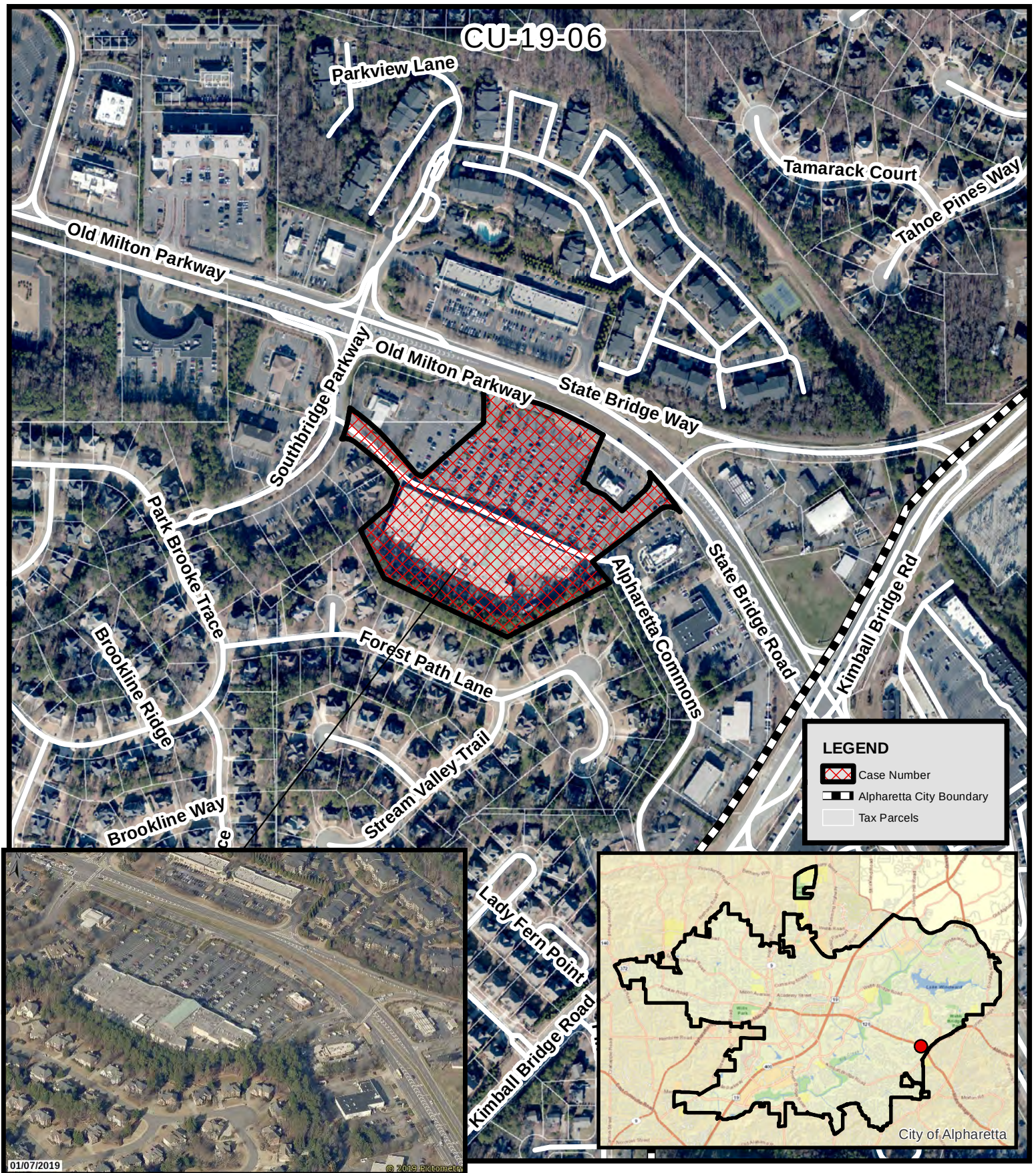
## COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on September 11, 2019. There were no public comments on the signed-in sheet.

## IV. ATTACHMENTS:

- Site Plan
- Floor Plan



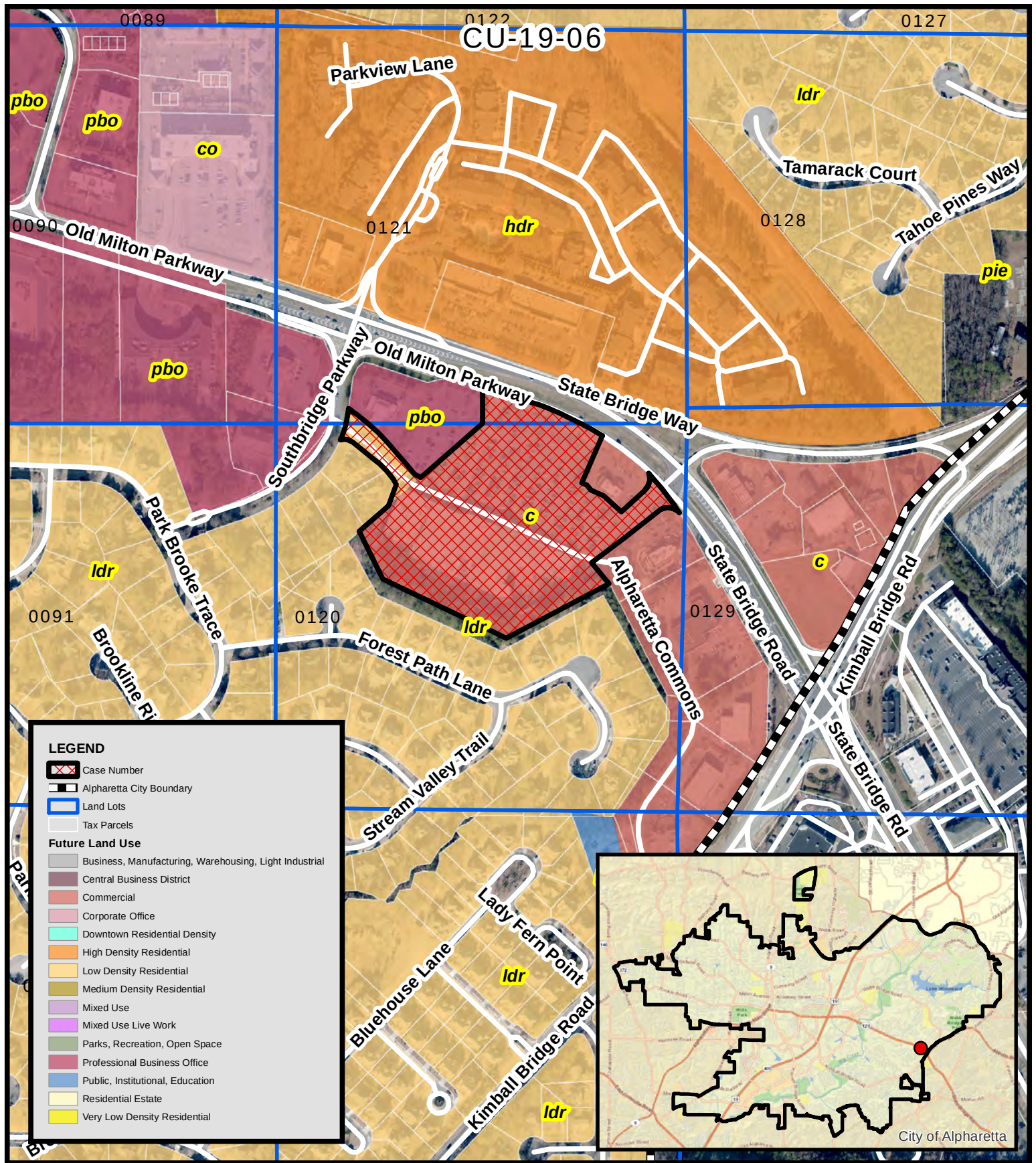


Aerial Map  
Glam My I Spa Services  
4305 State Bridge Road

CU-19-06  
D/LL: 1/1/120,121  
PC: 10/03/19  
CC: 10/28/19

Location Map Provided by:  
Community Development - GIS



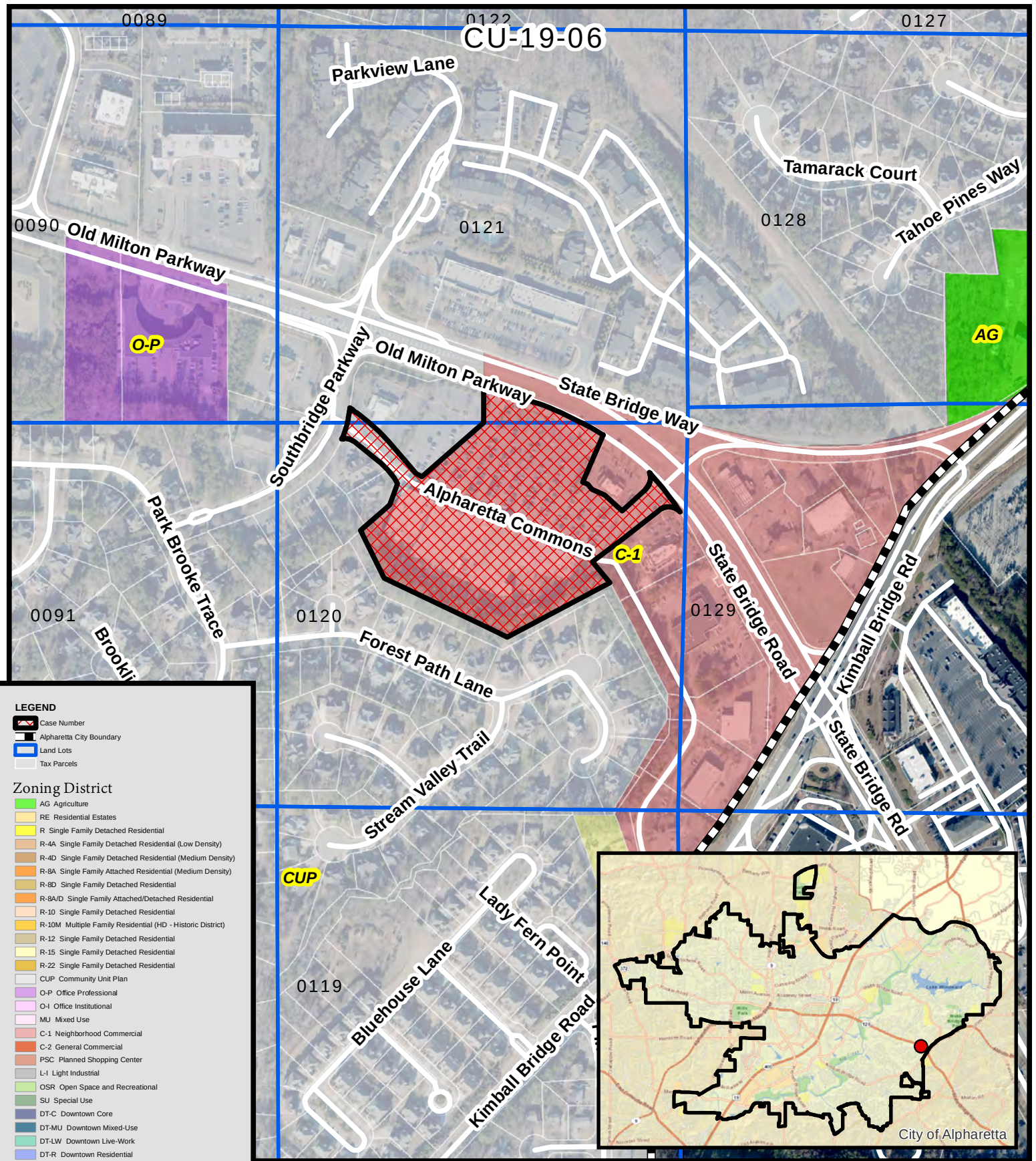


Future Land Use  
Glam My I Spa Services  
4305 State Bridge Road

CU-19-06  
D/LL: 1/1/120,121  
PC: 10/03/19  
CC: 10/28/19

Location Map Provided by:  
Community Development - GIS



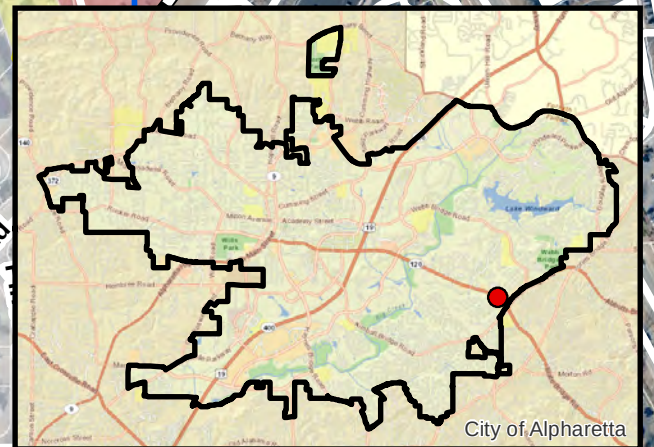


**LEGEND**

- Case Number
- Alpharetta City Boundary
- Land Lots
- Tax Parcels

**Zoning District**

- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D Single Family Attached/Detached Residential
- R-10 Single Family Detached Residential
- R-10M Multiple Family Residential (HD - Historic District)
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-1 Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

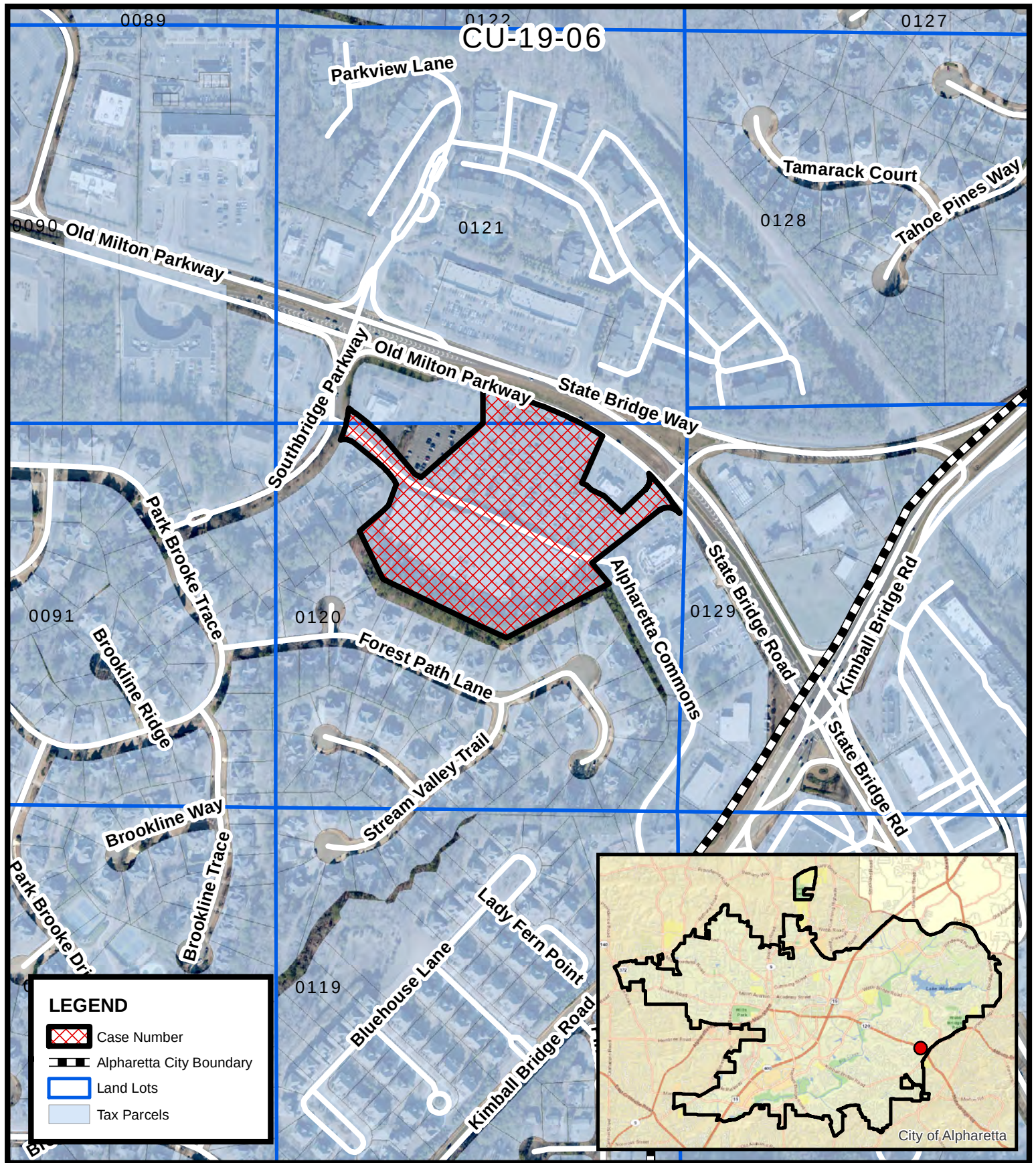


**Zoning Map**  
**Glam My I Spa Services**  
**4305 State Bridge Road**

CU-19-06  
D/LL: 1/1/120,121  
PC: 10/03/19  
CC: 10/28/19

Location Map Provided by:  
Community Development - GIS





Location Map  
 Glam My I Spa Services  
 4305 State Bridge Road

CU-19-06  
 D/LL: 1/1/20,121  
 PC: 10/03/19  
 CC: 10/28/19

Location Map Provided by:  
 Community Development - GIS

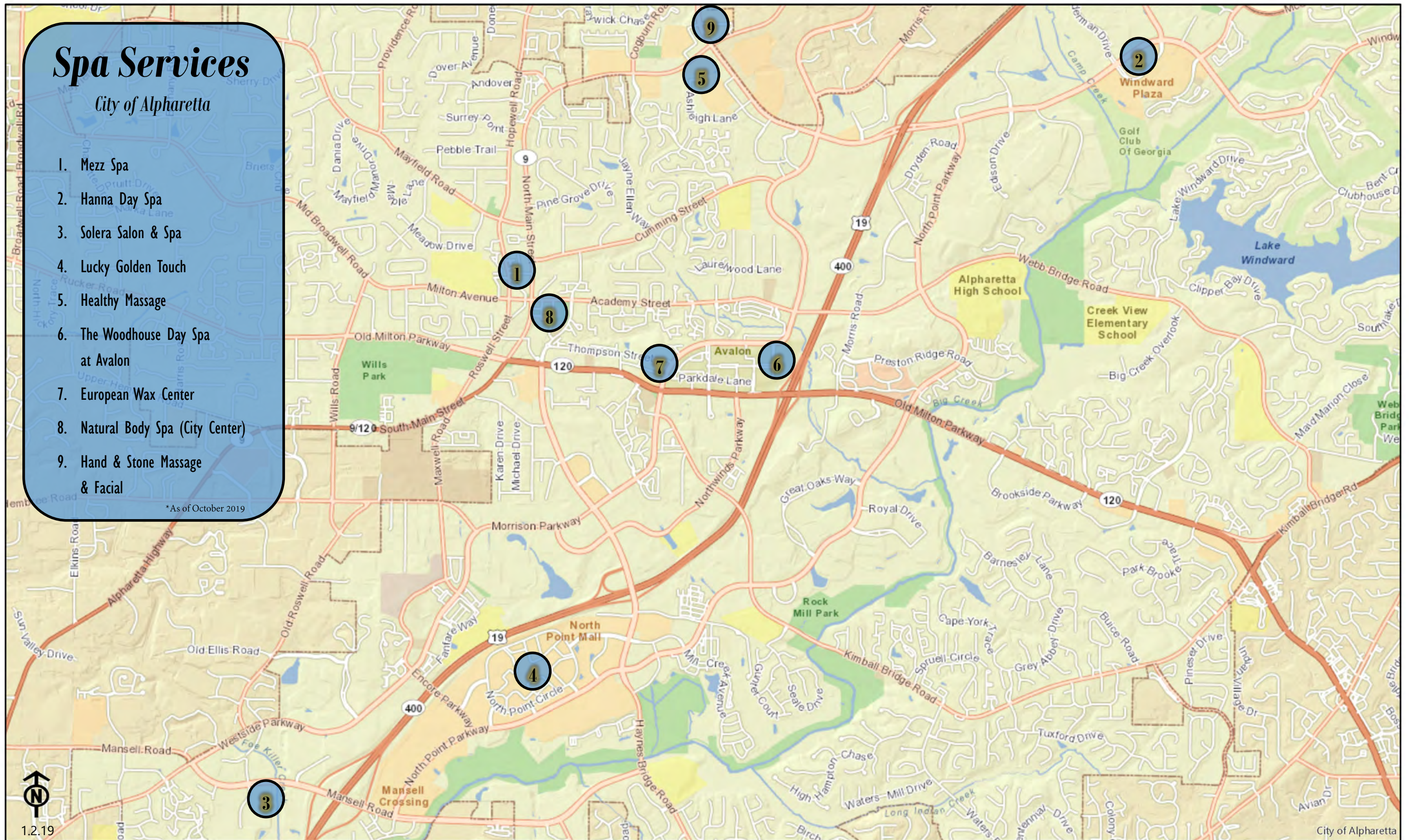


# Spa Services

City of Alpharetta

1. Mezz Spa
2. Hanna Day Spa
3. Solera Salon & Spa
4. Lucky Golden Touch
5. Healthy Massage
6. The Woodhouse Day Spa at Avalon
7. European Wax Center
8. Natural Body Spa (City Center)
9. Hand & Stone Massage & Facial

\*As of October 2019



1.2.19

0.5

1

1.5

2

Miles



## Please Sign-In If you wish to Speak on Public Hearing Item

## Glam My I/SPA Services

9.11.19

[illegible]

# 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: GLAM MY i SPA SERVICES  
Contact Name: SIRAT DAYANI Telephone: 470-208-0261

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

None.

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.*

- |                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits              |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                |
| <input type="checkbox"/> Email             | <input type="checkbox"/> 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: \_\_\_\_\_

09/13/19

Print Form

AL MAMUN SHAH M A & RAHMAN ZAHIRIN  
800 FOREST PATH LANE  
ALPHARETTA GA 30022

AMREIT ALPHARETTA COMMONS LP  
P O BOX 528  
COLUMBIA SC 29202-0528

ARORA SARGAM & SURESH DAVE  
817 FOREST PATH LN  
ALPHARETTA GA 30022

B M T INVESTMENTS LLC  
115 VILLAGE CENTRE W  
WOODSTOCK GA 30188

BAILEY STEPHEN & ANISE M  
808 FOREST PATH LN  
ALPHARETTA GA 30022

BATES MATTHEW J & KELLY H  
903 STREAM VALLEY TRI.  
ALPHARETTA GA 30022

BENDECK BRADLEY BENDECK LINDSAY  
833 FOREST PATH LANE  
ALPHARETTA GA 30022

BHIKHA SUNIL  
834 FOREST PATH LN  
ALPHARETTA GA 30022

BROWN RUEL A & DEBORAH W  
701 FOREST PATH CIR  
ALPHARETTA GA 30022

CARLING PAUL & LORI  
819 FOREST PATH LN  
ALPHARETTA GA 30022

CHICK FIL A INC  
5200 BUFFINGTON RD  
ATLANTA GA 30349

CHUGH VIVEK & SONIA  
1003 STREAM VALLEY CT  
ALPHARETTA GA 30022

CLOCK TOWER INVESTMENTS LLC  
2830 CAHABA RD  
BIRMINGHAM AL 35223

COLE KENT S & MELISSA R  
807 FOREST PATH LN  
ALPHARETTA GA 30022

CORBIN JENNIFER B TRE  
4625 PARK BROOKE TRCE  
ALPHARETTA GA 30022

D & T REALTY ASSOCIATES LLLP  
4030 JOHNS CREEK PKWY  
SUWANEE GA 30024

DAVIS JON K & DAVIS STACEY A  
820 FOREST PATH LANE  
ALPHARETTA GA 30022

DELK JOHN R & JOAN E  
830 FOREST PATH LN  
ALPHARETTA GA 30022

DHANESHWAR GIRISH N & GOKHALE  
MEGHANA  
809 FOREST PATH LN  
ALPHARETTA GA 30022

DICIOCCIO PAULA A & SMITH STEPHEN G  
1007 STREAM VALLEY CT  
ALPHARETTA GA 30022

DIEHL LEON A & GLENDA S  
822 FOREST PATH LN  
ALPHARETTA GA 30022-6468

DINNERSTEIN ELLYN W  
803 FOREST PATH LN  
ALPHARETTA GA 30022

DITMORE VINCENT G & PEGGY S  
824 FOREST PATH LN  
ALPHARETTA GA 30022-6468

DOAN MIRA INC & HDP INVESTMENTS LLC  
3695 GREY ABBEY DR  
ALPHARETTA GA 30022

DRP COMPANY  
4308 CAYUGA ST  
TAMPA FL 33614

EXECUTIVE OFFICE SOLUTIONS LLC  
11373 SOUTHBRIDGE PKWY  
ALPHARETTA GA 30022

FRIESELL FAMILY REVOCABLE TR  
20655 PLACER HILLS RD  
COLFAX CA 95713

GILLMAN PROPERTIES I. L. C  
9565 STONEY RIDGE LN  
ALPHARETTA GA 30022

GLENN ERNEST H & HASKETT GLENN ANDREA L  
816 FOREST PATH LN  
ALPHARETTA GA 30022

H&N KIMBALL LLC  
4400 KIMBALL BRIDGE RD  
ALPHARETTA GA 30005



HARVEY ANGELA B & HUBERT D  
1009 STREAM VALLEY CT  
ALPHARETTA GA 30022-6472

HAWKINS WILLIAM  
702 FOREST PATH CIR  
ALPHARETTA GA 30022

HMB FOOD INC  
4239 BLUEHOUSE LN  
ALPHARETTA GA 30022

JEAN ROSE LYS D  
1005 STREAM VALLEY CT  
ALPHARETTA GA 30022

JPMORGAN CHASE BANK  
131 S DEARBORN ST FLOOR 3  
CHICAGO IL 60603

KATES RANDY L & RHONDA K  
826 FOREST PATH LN  
ALPHARETTA GA 30022-6468

KER CAR LLC  
5430 NEW NORTHSIDE DR STE 200  
ATLANTA GA 30339

KNOLL MICHAEL C & CYNTHIA A  
828 FOREST PATH LN  
ALPHARETTA GA 30022-6468

LEE & PARK REAL ESTATE LLC  
3719 NASHVILLE AVE  
NEW ORLEANS LA 70125

LEMOND GEORGE F JR & LEMOND AMY M  
4645 PARK BROOKE TRCE  
ALPHARETTA GA 30022

NEEL LLC  
2056 SHAUDI LANE  
ATLANTA GA 30345

NEUBERGER NELSON INGRID J  
902 STREAM VALLEY TRL  
ALPHARETTA GA 30022

NEUSE INC  
P. O. BOX 27131  
RALEIGH NC 27611-7131

PARIKH & PARIKH LLC  
9210 PRESTWICK CLUB DR  
DULUTH GA 30097

PARK BROOKE COMMUNITY ASSOC INC  
P.O. BOX 2458  
ALPHARETTA GA 30023-2458

PATIL DHARMARAJ H  
11379 SOUTHBRIDGE PKWY  
ALPHARETTA GA 30022

PETER MACGREGOR REVOCABLE TRUST THE  
904 STREAM VALLEY TRL  
ALPHARETTA GA 30022

PIEDMONT CAPITAL HOLDINGS LLC  
1380 W PACES FERRY RD STE 2275  
ATLANTA GA 30327

PINION BYRON R & CHERYL L  
906 STREAM VALLEY TRL  
ALPHARETTA GA 30022

POZIN MARJORIE  
814 FOREST PATH LANE  
ALPHARETTA GA 30022

SAMPLES ROBERTA H & ADRIAN L  
703 FOREST PATH CIR  
ALPHARETTA GA 30022

SANUTTI MICHAEL & CAROLYN  
812 FOREST PATH LANE  
ALPHARETTA GA 30022

SCHROEDER SCOTT A & CHRISTINE M  
815 FOREST PATH LN  
ALPHARETTA GA 30022

SHARMA SANJAY & SHARMA SONU  
818 FOREST PATH LANE  
ALPHARETTA GA 30022

SIGG CHRISTOPHER K & ANNE M  
1001 STREAM VALLEY CT  
ALPHARETTA GA 30022

SINGH AMIT K & DAS LAHARI B  
813 FOREST PATH LANE  
ALPHARETTA GA 30022

SOUTHTRUST BANK  
P.O. BOX 2609  
CARLSBAD CA 92018-2609

SPOHRER DANIEL T & CALI  
829 FOREST PATH LN  
ALPHARETTA GA 30022

SWAUGER KENT A & LISA U  
802 FOREST PATH LN  
ALPHARETTA GA 30022

THEODOSI BARRY & LA TASHA B  
810 FOREST PATH LN  
ALPHARETTA GA 30022

TMT PARK BRIDGE INC  
3520 PIEDMONT RD NE STE 410  
ATLANTA GA 30305-1512

TRAN VENTURES LLC THE  
3450 OLD MILTON PKWY #100  
ALPHARETTA GA 30005

TUCCI KYLE T & JOY S  
832 FOREST PATH LN  
ALPHARETTA GA 30022-6468

U STORE L L C  
4400 KIMBALL BRIDGE RD  
ALPHARETTA GA 30005

URREA NICOLÁS & MICHELLE E  
805 FOREST PATH LANE  
ALPHARETTA GA 30022

WEALTH MIGRATE MEDICAL 3 HOLDINGS LLC  
1760 PEACHTREE ST NW STE 100  
ATLANTA GA 30309

WOLF ELEANOR  
600 ATHLONE CT  
ALPHARETTA GA 30004-2649

WOOD BARRY & FRAN  
4655 PARK BROOKE TRCE  
ALPHARETTA GA 30022

YOUNG SHEVAWN B  
700 FOREST PATH CIR  
ALPHARETTA GA 30022

ZHAO HUI ZHANG HONG  
811 FOREST PATH LANE  
ALPHARETTA GA 30022

# CITY OF ALPHARETTA

## PUBLIC HEARING APPLICATION

Case #: \_\_\_\_\_

☐ Fee Paid Initial: \_\_\_\_\_

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

### Contact Information:

Contact Name:

SIRAJ DAYANI

Telephone:

470-208-0261

Address:

5965 Beaver Ridge Dr.

Suite: \_\_\_\_\_

City:

Cumming

State:

GA

Zip:

30040

Fax: \_\_\_\_\_

Mobile Tel: \_\_\_\_\_

Email:

sirajdayani@yahoo.com

### Subject Property Information:

Address:

4305 State Bridge Rd. Ste. 103

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? Glam My i Salon is a beauty salon in the Alpharetta area. It specializes in offering various beauty services facial threading and waxing, installing luxury eyelashes, etc. To better meet our clients' needs and to offer an enhanced customer experience, we would like to add some related services, which are listed as SPA services, to the list of existing services we currently offer.

Applicant's Request (Please itemize the proposal):

Following are the SPA services, which may require disrobing, are being requested to be added:

1. Full Body Waxing
2. Facials
3. Laser Hair Removal
4. Microblading

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

As mentioned above, we are a beauty salon. It would not be a good customer experience if we only offered partial salon services. For example - Most arm waxing services do not require disrobing. But if our clients ask for full legs or body waxing along with arms, in current situation/zoning, it would not be possible. The client may have to make another stop at some other location to get rest of the services done. This would not be a good customer experience. Our intent is to make sure all our clients' have a seamless experience as long as they are with us for any beauty services. Waxing, Laser Hair Removal and microblading are all hair removal services. Some clients prefer one to another. Therefore, as a beauty salon in Alpharetta, clients' 100% satisfaction is our number 1 priority. We kindly request for these services to be added to our inventory of services. Additional information continued on next page.

Size of the space/<sub>Suite</sub> : ~1200 Square feet

Hours of operation : Monday - Saturday 10 AM - 7 PM  
Sunday 12 PM - 6 PM

Number of Employees : 3

Current list of Services :

- \* Facial Threading
- \* ~~Luxury~~ Eyelashes
- \* Eyebrow Tinting
- \* Eyelash Tinting
- \* Facial Waxing
- \* Waxing that does not require disrobing
- \* Temporary Henna Tattoos
- \* Eyelash Lift



# PROPERTY OWNER AUTHORIZATION

## Property Owner Information:

Contact Name: Matt SchellTelephone: 678-859-2692Address: 3050 Peachtree Rd.Suite: 580City AtlantaState: GAZip: 30305

## Authorization:

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

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

- |                                               |                                                          |
|-----------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Annexation           | <input type="checkbox"/> Special Use                     |
| <input type="checkbox"/> Rezoning             | <input type="checkbox"/> Conditional Use                 |
| <input type="checkbox"/> Variance             | <input type="checkbox"/> Master Plan                     |
| <input type="checkbox"/> Land Use Application | <input checked="" type="checkbox"/> Other Public Hearing |

## Identify Authorized Applicant:

Name of Authorized Applicant: Siraj Dayani / Zeenat GilaniTelephone: 470-208-0261Address: 5965 Beaver Ridge Drive

Suite:

City CummingState: GAZip: 30040

## So Sworn and Attested:

Owner Signature: Date: July 23, 2019

Notary:

Notary Signature: Date: July 23, 2019



# 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:

SIRAJ DAYANI / ZEENAT GILANI

Subject Public Hearing Case:

Glam My i SPA Services

## 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:

NA

Position:

NO

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

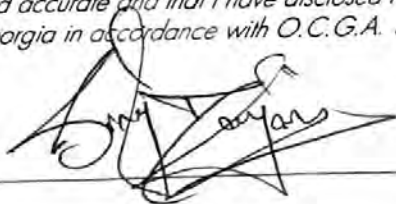
Description of Contribution:

Value:

## Campaign Contribution Information:

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

Signature:



Date:

07/25/2019

## ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

It's just that customers would now have access to all related beauty services in one place.

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

N/A

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

Use is permitted in current zoning district with approval of a conditional use.

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

N/A

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

N/A

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

N/A

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

N/A

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:

Glam My i SPA Services

Contact Name:

SIRAJ DAYANI / ZEENAT YILANI

Telephone:

470-208-0261

*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.*

See attached

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



Letter



Personal Visits



Telephone



Group Meeting



Email



Other (Please Specify)

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



[illegible][illegible][illegible]

|                                      |                                                       |
|--------------------------------------|-------------------------------------------------------|
| ADD COVER SHEET                      | 1 AGENT / RICHARD SH                                  |
| AG1 DEMOLITION &<br>LIFE SAFETY PLAN | 3325 BLAUNT HIGHWAY,<br>SUITE 101<br>DAVITA, GA 30096 |
| AG1 FLOOR & CEILING PLAN             |                                                       |
| E11 POWER & LIGHTING PLAN            | PH. 878-721-5075                                      |
| W11 HVAC PLAN                        | FAX 878-286-1253                                      |

[illegible]

1. The *SHIPRESS* No. 1, 2, 3 or 4 to be tested against sulfonated/styrene and *SHIPRESS* shall be constructed of the materials and in the manner specified in the Submittal (SOS) or (SOS) Series 300 and Particular Example in the *SHIPRESS* Handbook and shall provide the following construction features:

2. Signature: Signature, type, number of lines and location as specified in the individual U200 or U400 Series Change in the US. The Reference Directory lists date of signing is 3-90. The hourly 1 and 1 1/2 days of the US ship system are used in the hourly 1 and 1 1/2 days of the US ship system in which it is included.

1. **Through Transverse:** One nonmetallic pipe or tubing located either concentrically or eccentrically within the fire stop assembly. Pipes or tubing to be rigidly supported on both sides of and B/S/D/S/S. The following types and sizes of nonmetallic pipes or tubing may be used:

§. (traditional) *Fragezeichen* (PE) *haben* 1-2; *haben* (or *grüßen*) 3/4 § PE (asking for one is called (amount or supply) *steigen*

5. Paying (Owner) POC Pipe - about 24" diam (or smaller) Schedule 40 pipe used to install your POC pipe for use in ground (pressure or suction) piping system. The smaller diam between pipe and pipe/fittings is

[illegible]

Report No. W-1-122

- † Ratings = 1,1,3 and 4 (see items 2 and 3)
- † Ratings = 3,1,2,2 and 4 (see item 3)
- † Ratings At Arrested = less than 1 OFs/eq. ft.
- † Ratings At 600' = less than 1 OFs/eq. ft.

SECTION A-A

4. Study - Will Sampling may consist of either wood studs (less than 100 mm diameter) or steel channel studs. Steel studs to length of 1 m, 2 by the lumber spaced 14 m, 10 with more 2 by the, samples

5. *Epiphyse*  $\text{Reuter}^1 = \text{Horn}^2$  in  $\mathbb{R}^n$  (that, it, this etc. squares = lateral edges. The given *epiphyse* type, however, number of *epiphyse* lateral type and most important that to be specified in the

1. Pipe or Conduit - Nom. 120. diam. (or smaller) Schedule 10 (or heavier) steel pipe, nom. 120. diam. (or smaller) unless weight (or heavier) steel pipe, nom. 120. diam. (or smaller) Class 50 (or

condit, non. 46. dno. (in condit) ppe. = [in condit] nuppe  
liding in 46. dno. (in condit) nuppe dno. condit. When nuppe is  
it used, non? f. 46. dno. (in condit) nuppe dno. it is 46. dno. ppe.  
or condit. larger than non. 46. dno. non. ppe. is used in condit.  
constructed using dno. (in condit) nuppe. A dno. of non. ppe. is condit.

5. PE, HDPE or Low-density polyethylene (LDPE) - These are the most common materials used for the manufacture of pipes. They are all thermoplastic materials, which means they can be melted and reformed. They are also resistant to most acids and alkalis, and have a long service life.

in case of conduct in its sphere from its own fault, occurred spontaneously on the basis only of self-defense. The hourly / Rating of the fire alarm system is dependent upon the hourly fire rating of the self-defense system, in which it is involved, or shown in the following figure:

The hourly / Rating of the fire alarm system is dependent upon the in case of the plan or conduct and the hourly fire rating of the self-defense system.

| Time since start | $\bar{r}$ | $\bar{t}$ |
|------------------|-----------|-----------|
| 10 min           | 0.00      | 0.00      |
| 20 min           | 0.00      | 0.00      |
| 30 min           | 0.00      | 0.00      |
| 40 min           | 0.00      | 0.00      |
| 50 min           | 0.00      | 0.00      |
| 60 min           | 0.00      | 0.00      |
| 70 min           | 0.00      | 0.00      |
| 80 min           | 0.00      | 0.00      |
| 90 min           | 0.00      | 0.00      |
| 100 min          | 0.00      | 0.00      |
| 110 min          | 0.00      | 0.00      |
| 120 min          | 0.00      | 0.00      |
| 130 min          | 0.00      | 0.00      |
| 140 min          | 0.00      | 0.00      |
| 150 min          | 0.00      | 0.00      |
| 160 min          | 0.00      | 0.00      |
| 170 min          | 0.00      | 0.00      |
| 180 min          | 0.00      | 0.00      |
| 190 min          | 0.00      | 0.00      |
| 200 min          | 0.00      | 0.00      |
| 210 min          | 0.00      | 0.00      |
| 220 min          | 0.00      | 0.00      |
| 230 min          | 0.00      | 0.00      |
| 240 min          | 0.00      | 0.00      |
| 250 min          | 0.00      | 0.00      |
| 260 min          | 0.00      | 0.00      |
| 270 min          | 0.00      | 0.00      |
| 280 min          | 0.00      | 0.00      |
| 290 min          | 0.00      | 0.00      |
| 300 min          | 0.00      | 0.00      |
| 310 min          | 0.00      | 0.00      |
| 320 min          | 0.00      | 0.00      |
| 330 min          | 0.00      | 0.00      |
| 340 min          | 0.00      | 0.00      |
| 350 min          | 0.00      | 0.00      |
| 360 min          | 0.00      | 0.00      |
| 370 min          | 0.00      | 0.00      |
| 380 min          | 0.00      | 0.00      |
| 390 min          | 0.00      | 0.00      |
| 400 min          | 0.00      | 0.00      |
| 410 min          | 0.00      | 0.00      |
| 420 min          | 0.00      | 0.00      |
| 430 min          | 0.00      | 0.00      |
| 440 min          | 0.00      | 0.00      |
| 450 min          | 0.00      | 0.00      |
| 460 min          | 0.00      | 0.00      |
| 470 min          | 0.00      | 0.00      |
| 480 min          | 0.00      | 0.00      |
| 490 min          | 0.00      | 0.00      |
| 500 min          | 0.00      | 0.00      |
| 510 min          | 0.00      | 0.00      |
| 520 min          | 0.00      | 0.00      |
| 530 min          | 0.00      | 0.00      |
| 540 min          | 0.00      | 0.00      |
| 550 min          | 0.00      | 0.00      |
| 560 min          | 0.00      | 0.00      |
| 570 min          | 0.00      | 0.00      |
| 580 min          | 0.00      | 0.00      |
| 590 min          | 0.00      | 0.00      |
| 600 min          | 0.00      | 0.00      |
| 610 min          | 0.00      | 0.00      |
| 620 min          | 0.00      | 0.00      |
| 630 min          | 0.00      | 0.00      |
| 640 min          | 0.00      | 0.00      |
| 650 min          | 0.00      | 0.00      |
| 660 min          | 0.00      | 0.00      |
| 670 min          | 0.00      | 0.00      |
| 680 min          | 0.00      | 0.00      |
| 690 min          | 0.00      | 0.00      |
| 700 min          | 0.00      | 0.00      |
| 710 min          | 0.00      | 0.00      |
| 720 min          | 0.00      | 0.00      |
| 730 min          | 0.00      | 0.00      |
| 740 min          | 0.00      | 0.00      |
| 750 min          | 0.00      | 0.00      |
| 760 min          | 0.00      | 0.00      |
| 770 min          | 0.00      | 0.00      |
| 780 min          | 0.00      | 0.00      |
| 790 min          | 0.00      | 0.00      |
| 800 min          | 0.00      | 0.00      |
| 810 min          | 0.00      | 0.00      |
| 820 min          | 0.00      | 0.00      |
| 830 min          | 0.00      | 0.00      |
| 840 min          | 0.00      | 0.00      |
| 850 min          | 0.00      | 0.00      |
| 860 min          | 0.00      | 0.00      |
| 870 min          | 0.00      | 0.00      |
| 880 min          | 0.00      | 0.00      |
| 890 min          | 0.00      | 0.00      |
| 900 min          | 0.00      | 0.00      |
| 910 min          | 0.00      | 0.00      |
| 920 min          | 0.00      | 0.00      |
| 930 min          | 0.00      | 0.00      |
| 940 min          | 0.00      | 0.00      |
| 950 min          | 0.00      | 0.00      |
| 960 min          | 0.00      | 0.00      |
| 970 min          | 0.00      | 0.00      |
| 980 min          | 0.00      | 0.00      |
| 990 min          | 0.00      | 0.00      |
| 1000 min         | 0.00      | 0.00      |

|           |       |       |
|-----------|-------|-------|
| 1 (25)    | 1 = 4 | 1 = 4 |
| 4 (700)   | 1 = 2 | 1 = 2 |
| 8 (700)   | 1 = 4 | 1 = 4 |
| 12 (3000) | 1 = 2 | 1 = 2 |

\*Showing the id. classification missing  
Page 10. [cont.]

## COVER SHEET

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| 44 | 44 |
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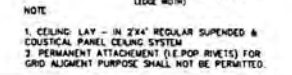
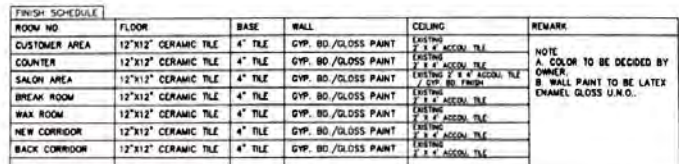
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|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

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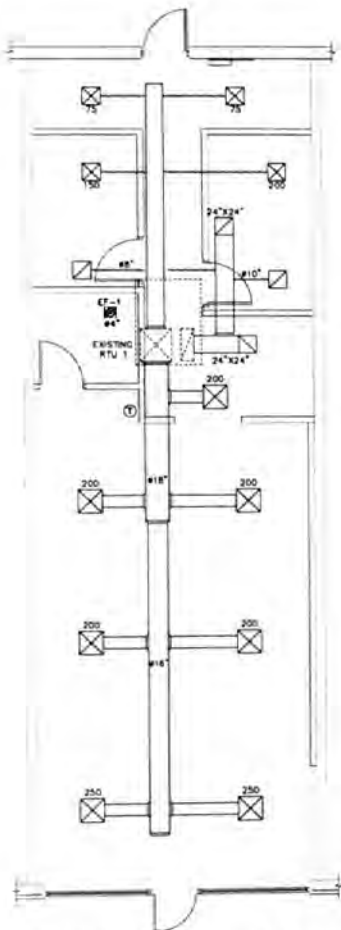
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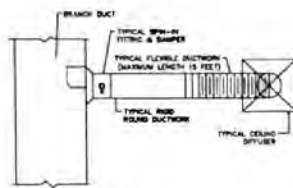




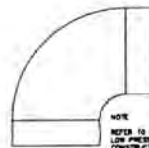


UNDERCUT DOORS 1" FOR EXHAUST MAKE-UP  
① PROGRAMMABLE THERMOSTAT

HVAC PLAN  
SCALE: 1/8"=1'-0"



TYPICAL RIGID ROUND DUCT TAKE - OFF



ROUND ELBOW  
- DETAIL

### AIR CALCULATION

FRESH AIR PROVIDED BASED ON IMC TABLE 403.3 REQUIRES FRESH AIR  
CALCULATION AS FOLLOWS:

\* NON SMOKING

1. RECEPTION AREA (1525F)  
 $(30/1000) \times 152 \text{ SF} = +58$   
 $(4.56 \times 50\text{FW}) + (152 \times 0.06\text{CFW})$   
 $= 22.8 + 9.12 = 31.92 \text{ CFW}$
2. HAIR SALON AREA (538SF)  
 $(25/1000) \times 536 \text{ SF} = 13.4$   
 $(13.4 \times 20\text{CFW}) + (536 \times 0.12\text{CFW})$   
 $= 268 + 64.32 = 332.32 \text{ CFW}$
3. WAX & BREAK ROOM (188SF)  
 $(5/1000) \times 188 \text{ SF} = 0.94$   
 $(0.94 \times 50\text{FW}) + (188 \times 0.12\text{CFW})$   
 $= 4.7 + 22.56 = 27.26 \text{ CFW}$

- NOTE: BALANCE EACH EXISTING EACH UNIT OUTSIDE AIR TO 395 CFM

NOTES:  
1. ANY AND ALL ROOF PENETRATIONS ARE TO BE COORDINATE WITH THE LANDLORD ROOF CONTRACTOR SO AS NOT TO VOID ROOF WARRANTY.  
2. NO PENETRATIONS ARE TO BE MADE THROUGH THE REAR WALL OF THE BUILDING. ALL PENETRATIONS, I.E., VENTS, PIPES, ETC ARE TO BE THROUGH ROOF.

### MECHANICAL NOTES AND SPECIFICATIONS

1. THE CONTRACTOR SHALL PROVIDE A COMPLETE HVAC SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
  2. DEVIATION FROM MATERIALS, METHODS AND PROCEDURES SET FORTH HEREIN MUST BE APPROVED IN WRITING. APPROVAL WILL NOT BE GIVEN UNLESS THE PROPOSED SYSTEM IS EQUAL IN PERFORMANCE, DURABILITY, LONGEVITY, AND RELIABILITY TO THAT SPECIFIED.
  3. ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL CODES, LAWS, AND ORDINANCES.
  4. THE CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL DETAILS WORK AND THE CONDITIONS AND SHALL VERIFY DIMENSIONS AND CLEARANCES AND BE ASSURED THAT ALL EQUIPMENT PROPOSED WILL FIT INTO THE AVAILABLE SPACE.
  5. SUBMISSION OF A BID OR PROPOSAL SHALL BE CONSIDERED AS EVIDENCE THAT THE CONTRACTOR HAS FAMILIARIZED HIMSELF WITH THE PLANS, SPECIFICATIONS, AND BUILDING SITE. CLAIMS MADE SUBSEQUENT TO BIDS FOR MATERIALS AND/OR LABOR DUE TO DIFFICULTIES UNEXPLAINED WILL NOT BE RECOGNIZED, AND ANY DIFFICULTIES SHALL BE REMOVED FOREBEEN EVEN THOUGH PREVIOUS EXAMINATION HAS BEEN MADE.
  6. THE CONTRACTOR SHALL REVIEW STRUCTURAL DRAWINGS BEFORE FABRICATING OR INSTALLING DUCTWORK OR EQUIPMENT TO AVOID ANY CONFLICT.
  7. ALL HARD DUCTWORK SHALL BE FABRICATED OF GALVANIZED STEEL OF THICKNESS AND GAUGE TO CONFORM TO SMACHA DUCT CONSTRUCTION STANDARDS.
  8. ALL DUCT SHALL BE AIR TIGHT, FREE OF LEAKS, AND SHALL BE INSPECTED FOR LEAKS PRIOR TO INSTALLATION OF FRESH COOLING SYSTEM.
  9. DISTRIBUTION, DAMPERS, LOUVERS, DIFFUSERS, AND OTHER DISTRIBUTION EQUIPMENT AND MATERIALS SHALL CONFORM TO THE FOLLOWING:
    - A. ASHRAE/ANSI B. SMACHA/ASTM C. SMACHA. D. NFPA. E. ASHRA STANDARD HANDBOOK 99 F. AIR FLOW/COOLING/TEST CODE 100B13. G. ANY LOCAL CODES NOT COVERED ABOVE
  10. ALL DUCT SIZES ARE CLEAR NET INSIDE DIMENSIONS.
  11. ALL LOW PRESSURE PNEUMATIC DUCT AND FLEXIBLE DUCT SHALL BE CONNECTED TO LOW PRESSURE DUCT WITH SPIR-IN FITTINGS AND MANUAL DAMPERS.
  12. LOW PRESSURE FLEXIBLE DUCT SHALL BE SIZED AS SHOWN. USE R-8 IN CONDITIONED AREAS AND R-10 IN UNCONDITIONED AREAS.
  13. LOW PRESSURE INSULATED FLEXIBLE DUCT SHALL BE DESIGNED IN ACCORDANCE WITH ACCOAIR/MECHANICAL CONTRACTORS OF AMERICA) DUCT SIZING CALCULATION BASED ON A FRICTION LOSS OF 0.1 THE DEGREE AND AMOUNT OF RADIUS BENDS WILL ALSO AFFECT THE CALCULATED AIR FLOW. ROUTE DUCT TO PREVENT CIVIL FLER AS WELL AS THE MANUFACTURER. THE FOLLOWING CHART IS BASED ON STRAIGHT RUNS AND IS TAKEN FROM THE ACCO DUCT SIZING CALCULATIONS.
- | CFM     | FLEXDUCT DIAMETER |
|---------|-------------------|
| 0 - 80  | 8"                |
| 81-183  | 10"               |
| 184-300 | 12"               |
| 301-500 | 14"               |
| 501-800 | 16"               |

14. ALL SUPPLY AND RETURN AIR OUTDOOR SHALL BE LINED WITH 1" 1-1/2" DENSITY FIBERGLASS 5'-0" DOWNSTREAM FROM UNIT.
15. ALL SUPPLY AND RETURN OUTDOOR NOT LINED SHALL BE INSULATED WITH 1-1/2", 3/4" DENSITY FOAM BACKED EXTERNAL INSULATION.
16. ALL THERMOSTATS SHALL BE INSTALLED 4'-0" AFF AND SHALL HAVE CLEAR LOOKING COVERS. REMOTE TEMPERATURE SENSORS LOCATED ABOVE RETURN AIR GRILLES.
17. ALL MIXED SUPPLY OUTLET ELBOWS SHALL BE PROVIDED WITH TURNING VANE.
18. CEILING DIFFUSERS (CD) SHALL BE 24" X 24" TITUS MODEL 2720R OR APPROVED EQUAL SIZED AS PER DRAWINGS.
19. SUPPLY REGISTER (SR) SHALL BE 24" X 24" TITUS MODEL 2720R OR APPROVED EQUAL SIZED AS PER DRAWINGS.
20. RETURN AIR GRILLES (RAG) SHALL BE TITUS SOF EGG-CRATE TYPE, 24" X 24" UNLESS OTHERWISE NOTED.
21. CONDENSATE DRAIN MUST TERMINATE AT AN APPROVED POINT. VERIFY AT SITE.
22. UNDERCUT RESTROOM DOORS 3/4" FOR EXHAUST MAKE-UP.
23. ALL LOW VOLTAGE CONTROL WIRING SHALL BE UNDER THIS CONTRACTOR.
24. ALL INSULATING MATERIALS SHALL HAVE A COMPOSITE FLAME SPREAD OF 25 AND SMOKE DEVELOPED OF 50 (ASTM E-84, NFPA 255 & UL 723)
25. THERMOSTATS AND OTHER CONTROL ITEMS SHALL BE A PRODUCT OF THE EQUIPMENT MANUFACTURER.
26. PROVIDE SMOKE DETECTORS IN ALL SUPPLY AIR DUCTS, OF UNITS SERVING EGRESS CORRIDORS OR GREATER THAN 1000 CFM. ARRANGED TO SHUT DOWN UNIT FLOWERS.
27. PROVIDE AIR EXTRACTORS AT DUCT TAKE-OFFS AS REQUIRED FOR AIR BALANCING.
28. BALANCE ALL AIR SYSTEMS TO PRODUCE THE VOLUMES AND QUANTITIES SHOWN ON THE DRAWINGS OR SPECIFICATIONS.
29. THE CONTRACTOR SHALL VERIFY ALL ELECTRICAL CHARACTERISTICS WITH ELECTRICAL DRAWINGS BEFORE PURCHASING EQUIPMENT.

| FAN SCHEDULE |          |               |     |              |        |       |           |     |                                          |
|--------------|----------|---------------|-----|--------------|--------|-------|-----------|-----|------------------------------------------|
| MARK         | LOCATION | TYPE          | CFM | EST. SP. PR. | DRIVE  | NOTES |           |     | REMARKS                                  |
|              |          |               |     |              |        | HP    | V./H./2   | WPM |                                          |
| EF-1         | TOILET   | CEILING MOUNT | 75  | 0.3          | DIRECT | 1/8   | 110 V./60 | 15  | BACKDRIFT DAMPER. VENT TO ROOF. EXISTING |

| ROOF TOP UNIT SCHEDULE                                                                                                                                                                                                                                                                                     |                |      |        |        |                |          |         |      |             |           |            |     |           |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------|--------|--------|----------------|----------|---------|------|-------------|-----------|------------|-----|-----------|---------|
| SUITE                                                                                                                                                                                                                                                                                                      | FACE           | TYPE | SA CFM | EA CFM | COOLING IN/OUT | SA TOTAL | COOLING | SEA  | GAS HEATING | SEA INPUT | SEA OUTPUT | SEA | REC DRAIN | NOTES   |
|                                                                                                                                                                                                                                                                                                            | EXISTING RFA 1 | COND | 2000   | 395    | 0.5            | 7        | 36      | 13.3 | 11          | 80        | 75         | 80  | V/V/H2    | 1,2,5,7 |
| 1. DOWNFLOW TYPE                      A. CONSTANT SPEED FAN / CHANGEOVER BYPASS                      B. SMOKE DETECTOR IN SUPPLY AIR DUCT FOR HEPA RFA<br>2. FLEED NEWLY                              A. LOW HEAT OF SPREAD                                              3. UNIT / UNLTD DISCONNECT SWITCH |                |      |        |        |                |          |         |      |             |           |            |     |           |         |

GLAM MY I SALON

1305 STATE BRIDGE ROAD  
SUITE "103"  
ALPHARETTA, GA 30022

VAC  
LAN

| REVISIONS | DATE |
|-----------|------|
|-----------|------|



**END PAGE**

**Design DM****END SLAVEY HISTORY**

DATE 10/1/79  
CALL/IN, SA JAMES BIRD

PH: 878-797-6579

FOR: 876-266-7500  
WWW.CORNING.COM



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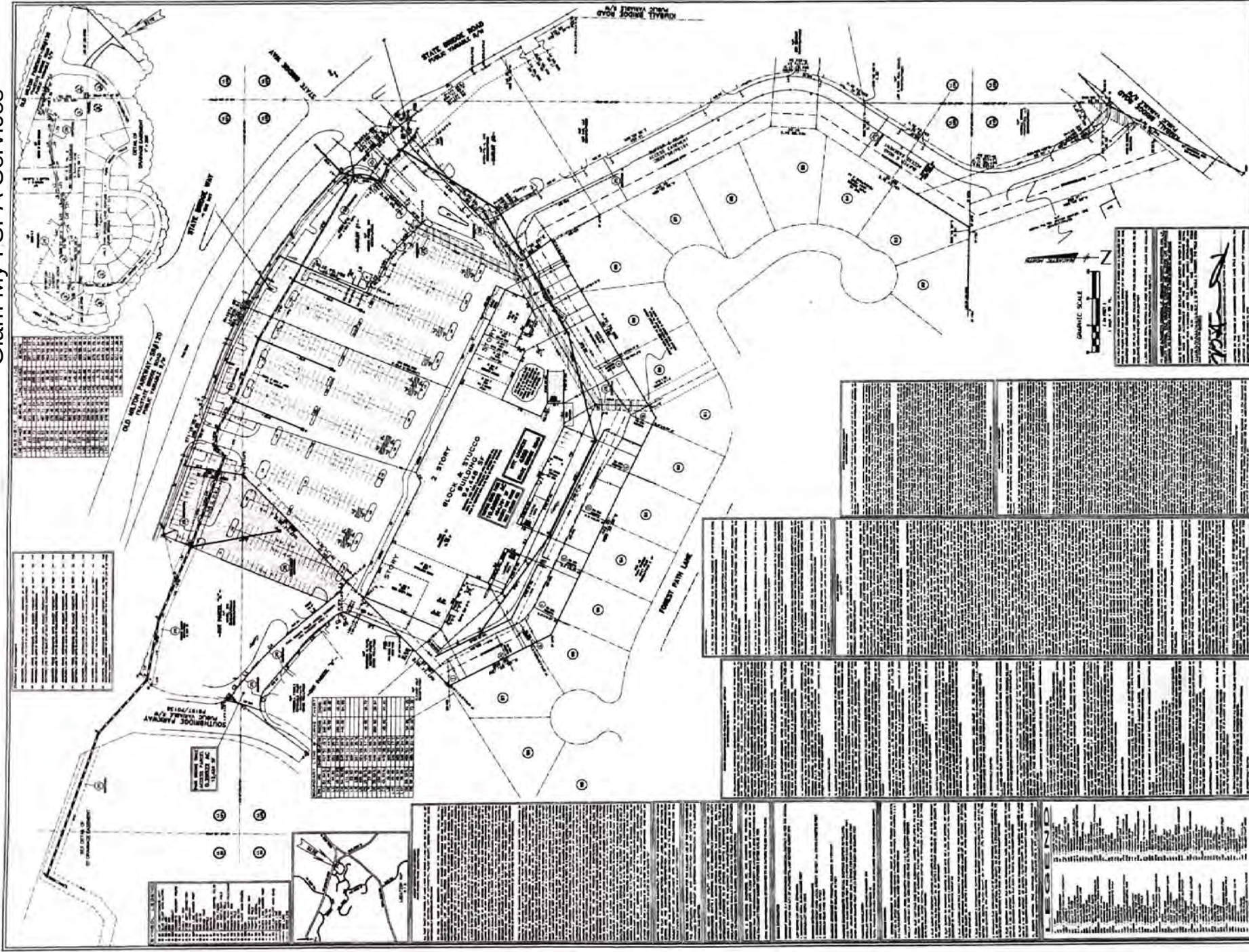
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WELFARE FOR CONSTRUCTION





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Tulsa, Oklahoma 74103  
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Fax: (918) 438-1112  
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AMRETT ALPHARETTA COMMONS, L.P.  
GERMANIA PROPERTY INVESTORS XXIX, L.P.  
FIDELITY NATIONAL TITLE INSURANCE COMPANY  
AND ALLSTATE LIFE INSURANCE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR



## Glam My I SPA Services

ARORA SARGAM &amp; SURESH DAVE

817 FOREST PATH LN

ALPHARETTA GA 30022

AL MAMUN SHAH M A &amp; RAHMAN ZAHIRIN

800 FOREST PATH LANE

ALPHARETTA GA 30022

AMREIT ALPHARETTA COMMONS LP

P O BOX 528

COLUMBIA SC 29202-0528

B M T INVESTMENTS LLC

115 VILLAGE CENTRE W

WOODSTOCK GA 30188

BAILEY STEPHEN &amp; ANISE M

808 FOREST PATH LN

ALPHARETTA GA 30022

BATES MATTHEW J &amp; KELLY H

903 STREAM VALLEY TRL

ALPHARETTA GA 30022

BENDECK BRADLEY BENDECK LINDSAY

833 FOREST PATH LANE

ALPHARETTA GA 30022

BHIKHA SUNIL

834 FOREST PATH LN

ALPHARETTA GA 30022

BROWN RUEL A &amp; DEBORAH W

701 FOREST PATH CIR

ALPHARETTA GA 30022

CARLING PAUL &amp; LORI

819 FOREST PATH LN

ALPHARETTA GA 30022

CHICK FILA INC

5200 BUFFINGTON RD

ATLANTA GA 30349

CHUGH VIVEK &amp; SONIA

1003 STREAM VALLEY CT

ALPHARETTA GA 30022

CLOCK TOWER INVESTMENTS LLC

2830 CAHABA RD

BIRMINGHAM AL 35223

COLE KENT S &amp; MELISSA R

807 FOREST PATH LN

ALPHARETTA GA 30022

CORBIN JENNIFER B TRE

4625 PARK BROOKE TRCE

ALPHARETTA GA 30022

D &amp; T REALTY ASSOCIATIES LLLP

4030 JOHNS CREEK PKWY

SUWANEE GA 30024

DAVIS JON K &amp; DAVIS STACEY A

820 FOREST PATH LANE

ALPHARETTA GA 30022

DELK JOHN R &amp; JOAN E

830 FOREST PATH LN

ALPHARETTA GA 30022

DHANESHWAR GIRISH N & GOKHALE  
MEGHANA

809 FOREST PATH LN

ALPHARETTA GA 30022

DICIOCIO PAULA A &amp; SMITH STEPHEN G

1007 STREAM VALLEY CT

ALPHARETTA GA 30022

DIEHL LEON A &amp; GLENDA S

822 FOREST PATH LN

ALPHARETTA GA 30022-6468

DINNERSTEIN ELLYN W

803 FOREST PATH LN

ALPHARETTA GA 30022

DITMORE VINCENT G &amp; PEGGY S

824 FOREST PATH LN

ALPHARETTA GA 30022-6468

DOAN MIRA INC &amp; HDP INVESTMENTS LLC

3695 GREY ABBEY DR

ALPHARETTA GA 30022

DRP COMPANY

4308 CAYUGA ST

TAMPA FL 33614

EXECUTIVE OFFICE SOLUTIONS LLC

11373 SOUTHBRIDGE PKWY

ALPHARETTA GA 30022

FRIESELL FAMILY REVOCABLE TR

20655 PLACER HILLS RD

COLFAX CA 95713

GILLMAN PROPERTIES L L C

9565 STONEY RIDGE LN

ALPHARETTA GA 30022

GLENN ERNEST H &amp; HASKETT GLENN ANDREA L

816 FOREST PATH LN

ALPHARETTA GA 30022

H&amp;N KIMBALL LLC

4400 KIMBALL BRIDGE RD

ALPHARETTA GA 30005

HARVEY ANGELA B & HUBERT D  
1009 STREAM VALLEY CT  
ALPHARETTA GA 30022-6472

HAWKINS WILLIAM  
702 FOREST PATH CIR  
ALPHARETTA GA 30022

HMB FOOD INC  
4239 BLUEHOUSE LN  
ALPHARETTA GA 30022

JEAN ROSE LYS D  
1005 STREAM VALLEY CT  
ALPHARETTA GA 30022

JPMORGAN CHASE BANK  
131 S DEARBORN ST FLOOR 3  
CHICAGO IL 60603

KATES RANDY L & RHONDA K  
826 FOREST PATH LN  
ALPHARETTA GA 30022-6468

KER CAR LLC  
5430 NEW NORTHSIDE DR STE 200  
ATLANTA GA 30339

KNOLL MICHAEL C & CYNTHIA A  
828 FOREST PATH LN  
ALPHARETTA GA 30022-6468

LEE & PARK REAL ESTATE LLC  
3719 NASHVILLE AVE  
NEW ORLEANS LA 70125

LEMOND GEORGE F JR & LEMOND AMY M  
4645 PARK BROOKE TRCE  
ALPHARETTA GA 30022

NEEL LLC  
2056 SHAUDI LANE  
ATLANTA GA 30345

NEUBERGER NELSON INGRID J  
902 STREAM VALLEY TRL  
ALPHARETTA GA 30022

NEUSE INC  
P. O. BOX 27131  
RALEIGH NC 27611-7131

PARIKH & PARIKH LLC  
9210 PRESTWICK CLUB DR  
DULUTH GA 30097

PARK BROOKE COMMUNITY ASSOC INC  
P.O. BOX 2458  
ALPHARETTA GA 30023-2458

PATIL DHARMARAJ H  
11379 SOUTHBRIDGE PKWY  
ALPHARETTA GA 30022

PETER MACGREGOR REVOCABLE TRUST THE  
904 STREAM VALLEY TRL  
ALPHARETTA GA 30022

PIEDMONT CAPITAL HOLDINGS LLC  
1380 W PACES FERRY RD STE 2275  
ATLANTA GA 30327

PINION BYRON R & CHERYL L  
906 STREAM VALLEY TRL  
ALPHARETTA GA 30022

POZIN MARJORIE  
814 FOREST PATH LANE  
ALPHARETTA GA 30022

SAMPLES ROBERTA H & ADRIAN L  
703 FOREST PATH CIR  
ALPHARETTA GA 30022

SANUTTI MICHAEL & CAROLYN  
812 FOREST PATH LANE  
ALPHARETTA GA 30022

SCHROEDER SCOTT A & CHRISTINE M  
815 FOREST PATH LN  
ALPHARETTA GA 30022

SHARMA SANJAY & SHARMA SONU  
818 FOREST PATH LANE  
ALPHARETTA GA 30022

SIGG CHRISTOPHER K & ANNE M  
1001 STREAM VALLEY CT  
ALPHARETTA GA 30022

SINGH AMIT K & DAS LAHARI B  
813 FOREST PATH LANE  
ALPHARETTA GA 30022

SOUTHTRUST BANK  
P.O. BOX 2609  
CARLSBAD CA 92018-2609

SPOHRER DANIEL T & CALI  
829 FOREST PATH LN  
ALPHARETTA GA 30022

SWAUGER KENT A & LISA U  
802 FOREST PATH LN  
ALPHARETTA GA 30022

THEODOSI BARRY & LA TASHIA B  
810 FOREST PATH LN  
ALPHARETTA GA 30022

CU-19-06  
Glam My I SPA Services

TMT PARK BRIDGE INC  
3520 PIEDMONT RD NE STE 410  
ATLANTA GA 30305-1512

TRAN VENTURES LLC THE  
3450 OLD MILTON PKWY #100  
ALPHARETTA GA 30005

TUCCI KYLE T & JOY S  
832 FOREST PATH LN  
ALPHARETTA GA 30022-6468

U STORE L L C  
4400 KIMBALL BRIDGE RD  
ALPHARETTA GA 30005

URREA NICOLAS & MICHELLE E  
805 FOREST PATH LANE  
ALPHARETTA GA 30022

WEALTH MIGRATE MEDICAL 3 HOLDINGS LLC  
1760 PEACHTREE ST NW STE 100  
ATLANTA GA 30309

WOLF ELEANOR  
600 ATHLONE CT  
ALPHARETTA GA 30004-2649

WOOD BARRY & FRAN  
4655 PARK BROOKE TRCE  
ALPHARETTA GA 30022

YOUNG SHEVAWN B  
700 FOREST PATH CIR  
ALPHARETTA GA 30022

ZHAO HUI ZHANG HONG  
811 FOREST PATH LANE  
ALPHARETTA GA 30022





# City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: October 21, 2019

---

**I. AGENDA ITEM TITLE: V-19-13 TPA/360 TECH VILLAGE VARIANCE**

*CONSIDERATION OF A VARIANCE REQUEST TO REDUCE THE WAITING PERIOD FOR AN APPLICATION FOR ZONING CHANGE AFFECTING THE SAME PROPERTY FROM ONE (1) YEAR TO SIX (6) MONTHS. THE PROPERTY IS LOCATED ON THE WEST SIDE OF HAYNES BRIDGE ROAD AND SOUTH OF LAKEVIEW PARKWAY AND IS LEGALLY DESCRIBED AS LAND LOTS 744, 745, 752, AND 753, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.*

**II. RECOMMENDATION:**

**III. REPORT IN BRIEF:**

**IV. ALTERNATIVES:**

**V. ATTACHMENTS:**

TPA 360 Tech Village Variance CC Staff Report Final, Aerial Map, Location Map, Zoning Map, Future Land Use, CC Minutes 1.28.19, Citi Part B Report, Revised Application 10.1.19



# CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

---

## I. AGENDA ITEM TITLE: V-19-13 TPA GROUP/360 TECH VILLAGE

CITY COUNCIL:

OCTOBER 21, 2019

## II. REPORT IN BRIEF:

The applicant, TPA Group, requests a variance to reduce the waiting period for Council consideration of an application for zoning change affecting the same property from one (1) year to six (6) months. A public hearing request to change previous conditions of zoning (PH-18-14 360 Tech Village/Change to Previous Conditions of Zoning) was denied on January 28, 2019 for an extension to the reversion clause associated with 'Dwelling, 'For-Rent' use. The subject property is located on the west side of Haynes Bridge Road and south of Lakeview Parkway.

## DISCUSSION

The submitted request, if approved, would allow TPA Group to move forward with a master plan amendment, rezoning and conditional use for Council consideration on the same property within six (6) months of a previous Council consideration. The subject property is located on the west side of Haynes Bridge Road and south of Lakeview Parkway.

A public hearing request to change previous conditions of zoning (PH-18-14 360 Tech Village/Change to Previous Conditions of Zoning) was denied on January 28, 2019 for an extension to the reversion clause associated with 'Dwelling, 'For-Rent' use. The applicant is seeking to submit a request for master plan amendment, rezoning and conditional use.

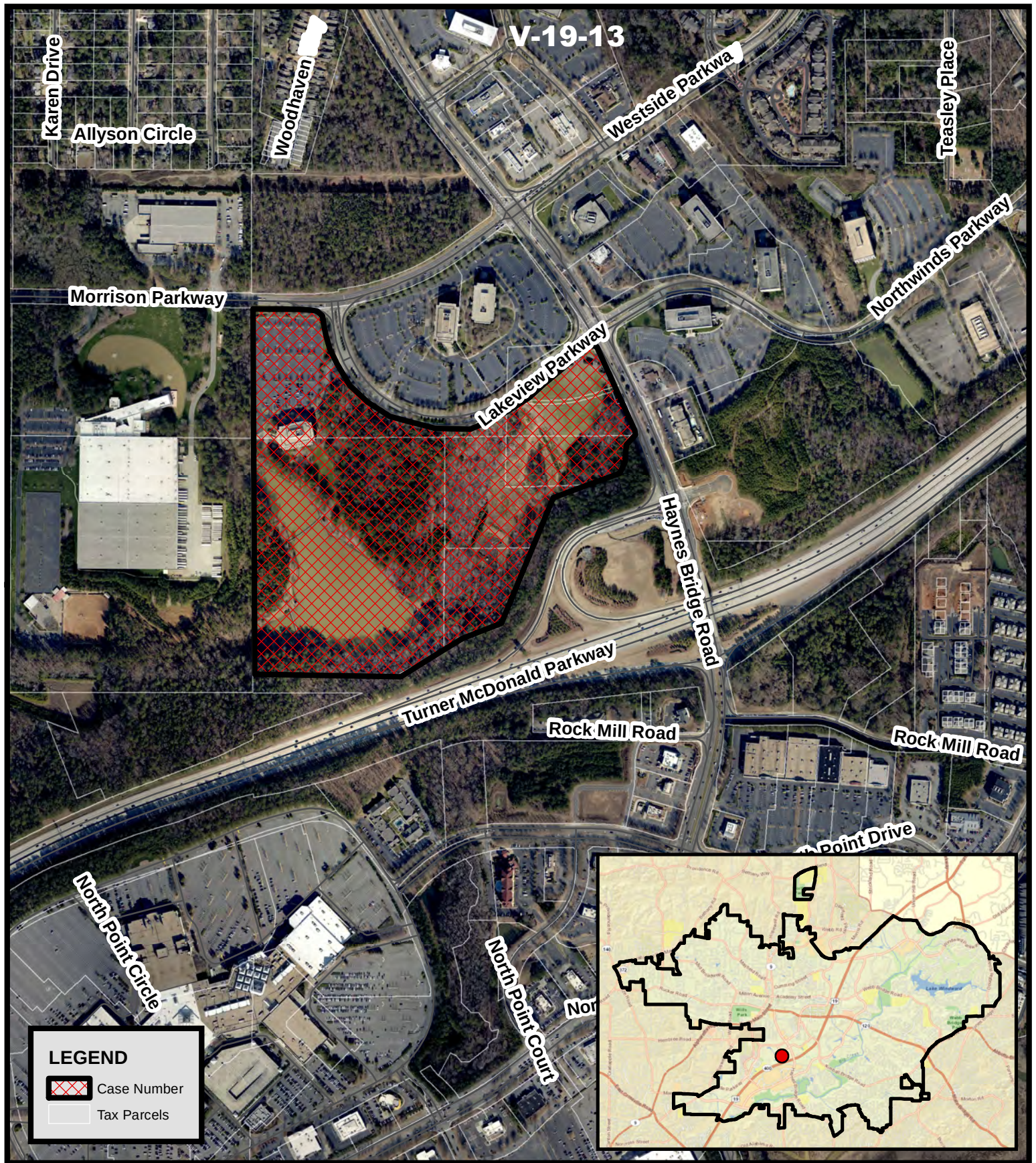
## CITIZEN PARTICIPATION PLAN

The applicant notified surrounding property owners of their application and intent for the property. The report states that no comments were received.

## III. ATTACHMENTS:

- January 28, 2019 Council Meeting Minutes





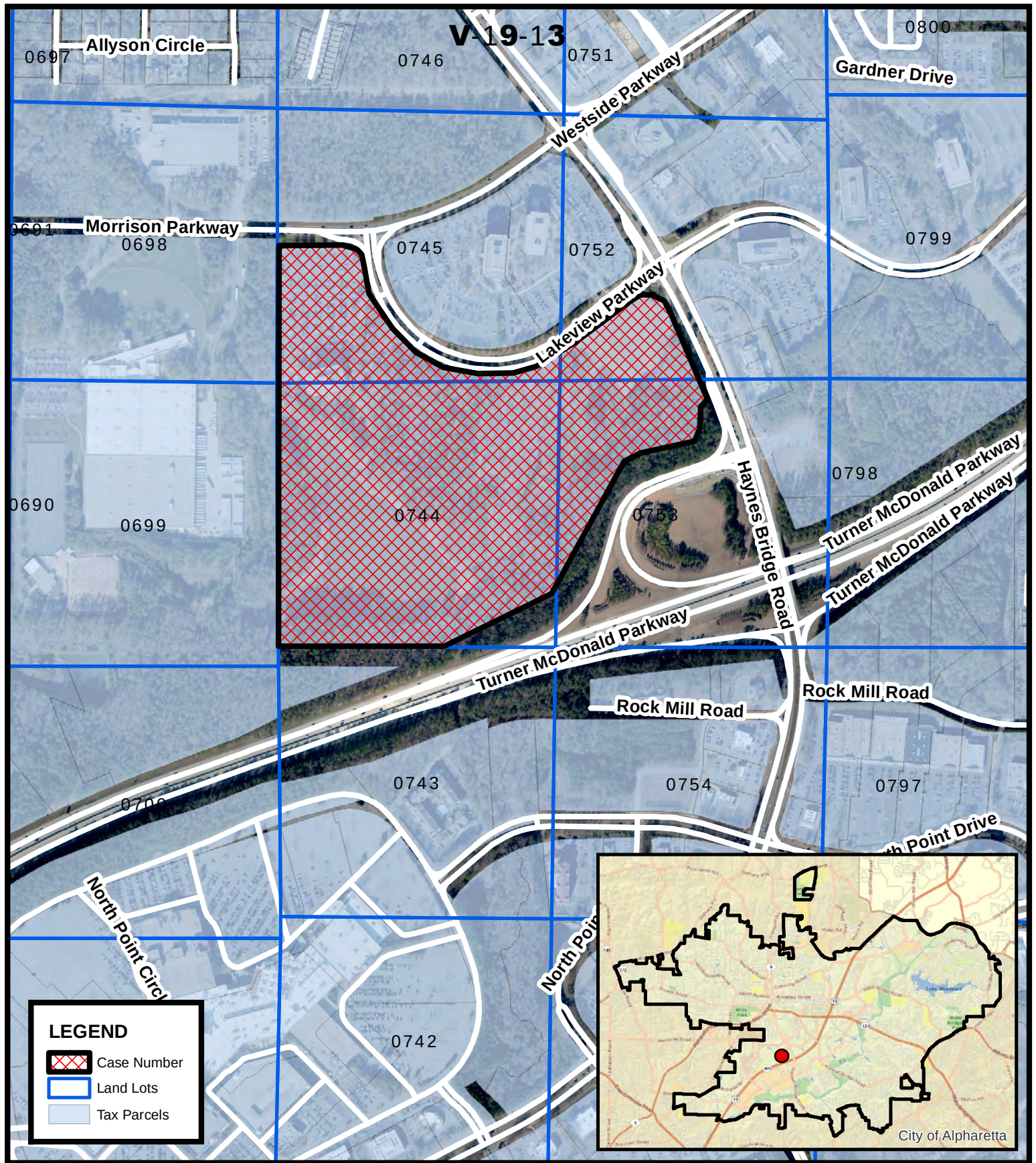
# Aerial Map TPA Variance

**V-19-13**  
D/LL: 1/2/744, 745, 752, 753  
CC: 10/21/19



Location Map Provided by:  
Community Development - GIS





## Location Map TPA Variance

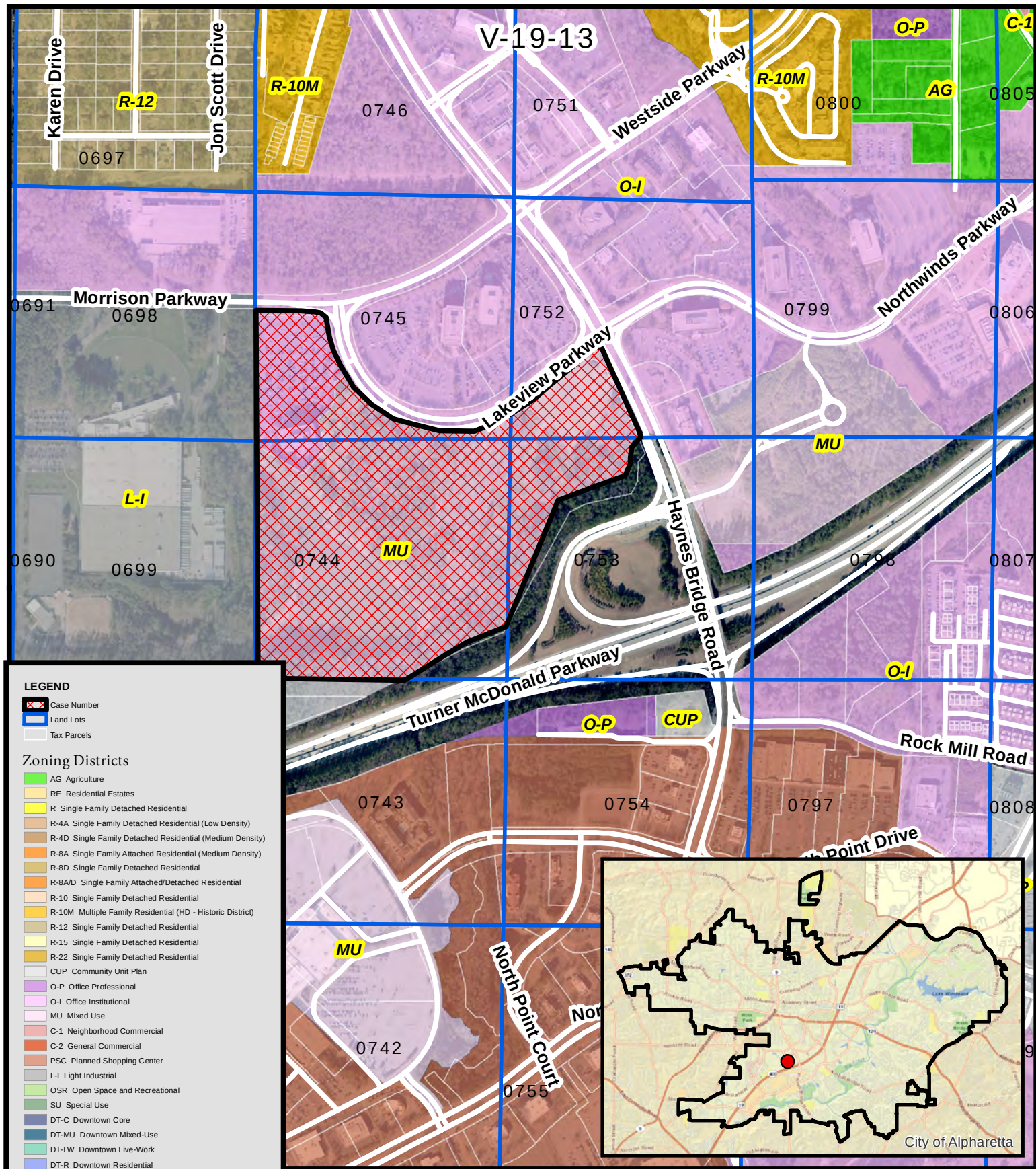
**V-19-13**

D/LL: 1/2/744, 745, 752, 753

CC: 10/21/19

Location Map Provided by:  
Community Development - GIS





## Zoning Map TPA Variance

V-19-13  
D/LL: 1/2/744, 745, 752, 753  
CC: 10/21/19

Location Map Provided by:  
Community Development - GIS







Council Members

- Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes
  - Dan Merkel
  - Karen Richard
- 
- Senior Planner, Michael Woodman, came forward to present this item.
  - Staff recommends Mayor and Council approve PH-18-14 360 Tech Village/Change to Previous Conditions of Zoning, subject to the following conditions (RED text below indicates a change from the previous conditions):
    1. The 62.47-acre property shall be zoned MU. Except as provided in paragraph 2. below, the site shall be developed substantially similar to plans by Wakefield Beasley & Associates, dated 10/31/18 (SP-13), subject to the approved conditions. Architectural style of all buildings shall be Post-Industrial Mercantile style similar to the renderings and architecture in the 2016 application (attached as Exhibit A) with non-residential buildings approved by the Design Review Board and residential buildings approved by Staff.
    2. Development regulations shall be amended as follows:
      - d. Delete.
      - f. 'For-Rent' Residential – After May 27, 2018, up to 276 'For-Rent' attached units shall be permitted a Certificate of Occupancy in accordance with UDC 'For-Rent' requirements. 'For-Rent' residential shall be permitted above office or retail uses on at least 1 side of the building. At-grade 'For-Rent' units shall have walkouts with sidewalk connections where allowed by grade. Building maximum height shall be 5 stories or 60 feet, whichever is less. Units shall be restricted to studios, 1 and 2-bedroom units only. No more than 40% of the units may be 2-bedroom units. 'For-Rent' units shall be constructed concurrently with the retail located on the ground floor of the 'For-Rent' building and foundations and concrete or steel building frame (excluding roof parapets and roofing) for a minimum 60,000 square feet of office use. Building permits for this initial retail space and the foundations and concrete or steel building frame (excluding roof parapets and roofing) for a 60,000 square foot office shall be secured concurrently with the building permit for the 'For-Rent' units. A Certificate of Occupancy shall not be issued for rental units until foundations and concrete or steel building frame (excluding parapets and roofing) for a 60,000 square feet of office has been constructed. Additionally, a Certificate of Occupancy shall not be issued for rental units until an LDP and model home building permits have been secured for the initial 'For-Sale' units along the boulevard. The units shall be part of a mixed-use project containing a minimum of 50 acres and incorporating retail, 'For-Sale' residential units, hotel, neighborhood grocery, restaurant, and the 60,000 square foot office. 'For-Rent' units shall have

first class amenities, which shall include a private pool, fitness center, secure gated parking, resident's lounge, business center, on-site management office, concierge services and secure elevator access. Unit finishes and ceiling height shall be built to facilitate conversion to a condominium, should the market dictate. 'For-Rent' architectural style shall be substantially similar to that shown in the 'Heights at Brookleigh' submission. If a building permit is not issued by **December 31, 2019** residential units shall revert to 'For-Sale' only.

43. Master Plan approval shall revert to 2015 approval, uses and site plan, if a building permit is not issued for office use by **December 31, 2019**.

- The applicant, TPA Group, LLC, requests changes to previous conditions of zoning on a 62.47-acre property approved for a mixed-use development. The requested changes would allow for an extension to the reversion clause associated with the 'For-Rent' product and to eliminate a 200-room hotel. The subject property is located at the southwest corner of Haynes Bridge Road and Lakeview Parkway.
- The submitted request, if approved, will allow for changes to previous conditions of zoning related to the 360 Tech Village (TPA/Fuqua) Master Plan. The proposed changes would allow for an extension to the reversion clause associated with the 'For-Rent' product and to eliminate a 200-room hotel. The subject property is located at the southwest corner of Haynes Bridge Road and Lakeview Parkway.
- The property was approved on May 22, 2017 for a master plan amendment, rezoning, conditional use and variance to allow a mixed-use development, including office, retail/restaurant, hotel, 'For-Sale' residential and 'For-Rent' residential on 62.47 acres. As shown below, the applicant proposes the following changes to previous conditions of zoning related to file # PH-17-34 360 Tech Village and MP-16-13/Z-16-11/CU-16-19/V-16-26 TPA Fuqua/Peridot
- Don Rolader, 1865 Lockeway Drive Suite 601 Alpharetta, GA came forward as the attorney on behalf of the applicant
- Chris Hayes, with TPA Group, 1776 Peachtree Street Atlanta, GA came forward on behalf of the applicant
- Richard Munger, Partner and Senior Vice President of North America Properties, 550 Trowbrook Road, Sandy Springs, GA came forward on behalf of the applicant.
- Public Comment
  - o Martine Zurinkas, 8070 Willow Tree Way, Alpharetta, GA came forward to speak in opposition to the applicant's request
- ❖ Council Member Richard offered a motion to deny PH-18-14 360 Tech Village/Change to Previous Conditions of Zoning
  - The motion received a second from Council Member Binder
  - The motion to deny passed by 6-1 vote; Mayor Pro Tem Mitchell voting in opposition



# 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: TPA Group LLC (for variance) MP-15-05

Contact Name: Donald Rolader Telephone: 770-442-0330

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

NONE

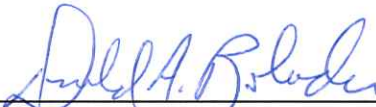
Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- |                                            |                                                              |
|--------------------------------------------|--------------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits                     |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                       |
| <input type="checkbox"/> Email             | <input type="checkbox"/> Other <i>(Please Specify)</i> _____ |

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

See Exhibit "A" attached

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

Signature of Authorized Agent:  Date: 10/7/2019

Print Form



October 1, 2019

1776 Peachtree Street, NW  
Suite 100  
Atlanta, GA 30309

T: 770.436.3400  
F: 770.436.3484  
tpa-grp.com

Dear Property Owner:

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

CASE NUMBER: V-19-13

APPLICANT NAME: TPA Group LLC

REQUEST: Variance to request consideration of a rezoning, Master Plan Amendment, Conditional Use and Change of Conditions within twelve months of previous consideration

STREET LOCATION: Southwest corner of Haynes Bridge Road and Georgia 400

CITY COUNCIL HEARING

October 21, 2019

6:30 pm

If you have any questions about this application, please contact Don Rolader at (770) 442-0330 or [don@roladerandrolader.com](mailto:don@roladerandrolader.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Crawford Arnold".

Crawford Arnold  
for TPA Group LLC

EXHIBIT "A"

TRUGLOBE INC.

10315 Old Woodland Entry

Alpharetta, GA 30022

HAYNES BRIDGE LLC

1064 Eighty Fifth Street

Brooklyn, NY 11228

AREG HDP FFIS ALPHARETTA OWNER LLC

3414 Peachtree Road NE

Atlanta, GA 30326

F7 NWO LLC

3455 Peachtree Road NE, Suite 650

Atlanta, GA 30326

NORTHWINDS LAND LLC

3330 Cumberland Blvd., Suite 300

Atlanta, GA 30339

F7 NWRET LLC

3455 Peachtree Road NE, Suite 1700

Atlanta, GA 30326

AMERICAN HONDA MOTOR CO INC.

1919 Torrance Blvd.

Torrance, CA 90501-2722



# 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

October 1, 2019

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

RE: Application of TPA Group LLC for Variance; MP-15-05, City of Alpharetta, Fulton County, Georgia; Letter of Intent ; Variance Request

Dear Mayor and Councilpersons:

This firm represents TPA Group LLC, the Applicant, which is seeking approval of this Variance on the approved MU zoning referenced above. This letter shall be construed as the Letter of Intent for this Variance Application.

This Variance Application is filed to allow consideration of this application within twelve months of the January 28<sup>th</sup>, 2019 decision of the City. I understand it to be the position of the City that this Variance must be approved in order to allow the City to consider the proposed Change in Conditions application. Applicant has simultaneously filed an Application for Master Plan Amendment, Change of Conditions, Conditional Use, Rezoning to facilitate approval of the proposed development.

Applicant presently has attracted the interest of a user for 120,000 square feet of office in the proposed development. The user requires delivery of the buildings in 2020. The time frame for development can only be achieved if there is zoning approval before the end of 2019. Not hearing the applications before the end of calendar year 2019 is a hardship to Applicant and causes the loss of the tenant, which is a loss to the City, as well. There is no benefit to the City in delaying consideration until 2020, while there is a substantial financial loss to applicant/property owner.

Mayor and Council  
October 1, 2019  
Page Two

Applicant respectfully requests that the Mayor and City Council approve this Application for Variance to allow the Applicant and the City to consider the terms of the Master Plan Amendment/Change of Conditions/Conditional Use/Rezoning Application. Applicant has concurrently filed. Please advise me of hearing dates for this application and contact me if any other documentation is required to constitute a filing meeting all City requirements. Constitutional objections are attached and incorporated by reference.

Very truly yours,

ROLADER & ROLADER, P.C.

A handwritten signature in dark ink, appearing to read "D. Rolader", is written over the printed name.

Donald A. Rolader

cc: Crawford Arnold

## **CONSTITUTIONAL OBJECTIONS**

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

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

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

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

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

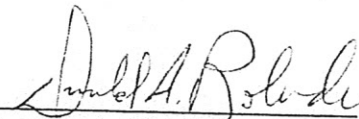


Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application that subjects the Subject Property to conditions that are different from the conditions requested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

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

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

ROLADER & ROLADER, P.C.

By:   
Donald A. Rolader  
Attorney for Owner

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

# CITY OF ALPHARETTA

## PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: \_\_\_\_\_

☐ Fee Paid Initial: \_\_\_\_\_

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

### Contact Information:

Contact Name: TPA Group / Crawford Arnold Telephone: 770-436-3400  
Address: 1776 Peachtree Street NW Suite: 100  
City: Atlanta State: GA Zip: 30309 Fax: \_\_\_\_\_  
Mobile Tel: 678-576-6393 Email: carnold@tpa-grp.com

### Subject Property Information:

Address: Lakeview Parkway 7.47 ac Lot 3 / 55.0007 ac Lot 4 Current Zoning: MU  
District: 1 Section: 2 Land Lot: 7.44, 745, 752, 753 Parcel ID: 12-2710-0745-050-7 (7.47 ac)  
12-2720-0744-051-4 (55 ac)  
Proposed Zoning: N/A Current Use: vacant land

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

- |                                                       |                                                 |                                    |
|-------------------------------------------------------|-------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Conditional Use              | <input type="checkbox"/> Master Plan Amendment  | <input type="checkbox"/> Exception |
| <input type="checkbox"/> Rezoning                     | <input type="checkbox"/> Master Plan Review     |                                    |
| <input checked="" type="checkbox"/> Variance          | <input type="checkbox"/> Public Hearing         |                                    |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Other (Specify): _____ |                                    |

---

## APPLICANT REQUEST AND INTENT

---

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

N/A Variance request only

Applicant's Request (Please itemize the proposal):

Applicant requests a variance to the 12 month required waiting period for consideration by Council to 6 months so that Applicant and the City may attempt a compromise and settlement of pending litigation.

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

N/A Variance Request only



## PROPERTY OWNER AUTHORIZATION

### Property Owner Information:

Contact Name: LWV TPA GA 400, LLC

Telephone: 770-436-3400

Address: 1776 Peachtree St., NW

Suite: 100

City Atlanta

State: GA

Zip: 30309

### 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.*

- |                                               |                                          |
|-----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Annexation           | <input type="checkbox"/> Special Use     |
| <input type="checkbox"/> Rezoning             | <input type="checkbox"/> Conditional Use |
| <input checked="" type="checkbox"/> Variance  | <input type="checkbox"/> Master Plan     |
| <input type="checkbox"/> Land Use Application | <input type="checkbox"/> Other           |

### Identify Authorized Applicant:

Name of Authorized Applicant: LWV TPA GA 400, LLC

Telephone: 770-436-3400

Address: 1776 Peachtree St., NW

Suite: 100

City Atlanta

State: GA

Zip: 30309

### So Sworn and Attested:

Owner Signature: \_\_\_\_\_

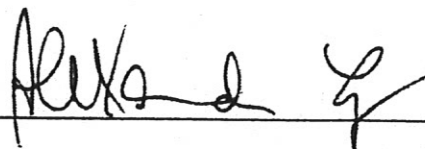


Date: \_\_\_\_\_

8/1/19

Notary: \_\_\_\_\_

Notary Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/1/2019

## PROPERTY OWNER AUTHORIZATION

### Property Owner Information:

Contact Name: KBS SOR GEORGIA 400 Center, LLC Telephone: 949-797-0309  
Address: 800 Newport Center Drive Suite: 700  
City: Newport Beach State: CA Zip: 92660

### 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.*

- |                                               |                                                                       |
|-----------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> Annexation           | <input type="checkbox"/> Special Use                                  |
| <input type="checkbox"/> Rezoning             | <input checked="" type="checkbox"/> Conditional Use                   |
| <input type="checkbox"/> Variance             | <input checked="" type="checkbox"/> Master Plan                       |
| <input type="checkbox"/> Land Use Application | <input checked="" type="checkbox"/> Other <b>Change of Conditions</b> |

### Identify Authorized Applicant:

Name of Authorized Applicant: LWV TPA GA 400, LLC Telephone: 770-436-3400  
Address: 1776 Peachtree Street Suite: 100  
City: Atlanta State: GA Zip: 30309

### So Sworn and Attested:

Owner Signature: [Signature] Date: 9/3/19

### Notary:

Notary Signature: [Signature] Date: 9/3/19



## 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: TPA Group, LLC / LWV TPA GA 400, LLC

Subject Public Hearing Case: change in conditions / Fuqua TPA Peridot

### Campaign Contribution Information:

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

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

Name of Official: N/A Position: \_\_\_\_\_

Description of Contribution: N/A Value: \_\_\_\_\_

Description of Contribution: N/A Value: \_\_\_\_\_

Description of Contribution: N/A Value: \_\_\_\_\_

Description of Contribution: N/A Value: \_\_\_\_\_

Description of Contribution: N/A Value: \_\_\_\_\_

### Campaign Contribution Information:

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

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/1/19



## 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: TPA Group, LLC / LWV TPA GA 400, LLC

Subject Public Hearing Case: change in conditions / Fuqua TPA Peridot

### 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: N/A Value: \_\_\_\_\_

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Description of Contribution: N/A Value: \_\_\_\_\_

Description of Contribution: N/A 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: \_\_\_\_\_

KBS FOR GEORGIA 400 CENTER, LLC

Date: 9/18/19

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## ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

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How will this proposal be compatible with surrounding properties?

N/A Variance Request only

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

N/A Variance Request only

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

N/A Variance Request only

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

N/A Variance Request only

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

N/A Variance Request only

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

N/A Variance Request only

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

N/A Variance Request only

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.

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## BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

This property is presently involved in litigation related to the current zoning conditions. The Court has granted a stay in the litigation so that the Applicant and the City may explore the possibility of settlement. If the City and the Applicant reach an agreement, the change of conditions will take place within 12 months of the January 28, 2019 Council decision. A variance is required to reduce the waiting period from the original decision from 12 months to 6 months. Applicant is requesting that the City reduce the waiting period to 6 months. This request is a variance.

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

No. It would permit the City and the Applicant to settle the litigation.

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

See responses to the first two sections above.

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

No. It would permit the City and the Applicant to resolve a disputed issue and resolve the pending litigation, which would benefit all concerned parties.

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: TPA Fugua Peridot

Contact Name: Donald A. Rolader

Telephone: 770-442-0330

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

See Exhibit "A" attached hereto and incorporated

herein by reference.

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

- |                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits              |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                |
| <input type="checkbox"/> Email             | <input type="checkbox"/> 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.

Responses may be by letter, phone call, faxed response, email or personal contact.

**EXHIBIT "A"**

Property Owners within 500 foot Radius

TRUGLOBE INC.  
10315 Old Woodland Entry  
Alpharetta, GA 30022

HAYNES BRIDGE LLC  
1064 Eighty Fifth Street  
Brooklyn, NY 11228

AREG HDP FFIS ALPHARETTA OWNER LLC  
3414 Peachtree Road NE  
Atlanta, GA 30326

F7 NWO LLC  
3455 Peachtree Road NE, Ste. 650  
Atlanta, GA 30326

NORTHWINDS LAND LLC  
3330 Cumberland Blvd., Ste. 300  
Atlanta, GA 30339

F7 NWRET LLC  
3455 Peachtree Road NE, Suite 1700  
Atlanta, GA 30326

AMERICAN HONDA MOTOR CO INC.  
1919 Torrance Blvd.  
Torrance, CA 90501-2722

**Survey Description of Property  
Georgia 400 Center  
Proposed Lot 3**

All of that tract or parcel of land lying and being in Land Lots 744 & 745 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

To find the **Point of Beginning** commence at an iron pin found (5/8" open top pipe) located at the southwesterly corner of Land Lot 744 (said corner being common to Land Lots 699, 700, 743 & 744) and proceed in a northerly direction along the westerly line of Land Lot 744 (said line being common to Land Lots 699 & 744) the following courses and distances:

1. North 00°48'49" East for a distance of 833.90 feet to an iron pin found (1/2" open top pipe w/cap & tack);
2. thence North 02°18'29" East for a distance of 435.55 feet to an iron pin placed (1/2" rebar) and the **Point of Beginning**.

From the **Point of Beginning** thus established continue North 02°18'29" East along said westerly line of Land Lot 744 for a distance of 16.42 feet to an iron pin found (1 1/8" crimped top pipe) located at the southwesterly corner of Land Lot 745 (said corner being common to Land Lots 698, 699, 744 & 745); thence North 00°52'57" East along the westerly line of Land Lot 745 (said line being common to Land Lots 698 & 745) for a distance of 674.39 feet to an iron pin placed (1/2" rebar) on the southerly right-of-way line of Morrison Parkway (variable r/w); thence depart said westerly line of Land Lot 745 and proceed in an easterly direction along said southerly right-of-way line of Morrison Parkway the following courses and distances:

1. South 88°38'15" East for a distance of 180.00 feet to a point;
2. thence 154.67 feet along the arc of a curve to the Left, said curve having a radius of 1670.00 feet and being subtended by a chord of North 88°42'33" East, 154.61 feet at an iron pin placed (1/2" rebar) located at the most northerly margin of a curved intersection formed by the southerly right-of-way line of Morrison Parkway (variable r/w) with the westerly right-of-way line of Lakeview Parkway (100' r/w; Plat Book 209, Page 41);

thence depart said southerly right-of-way line of Morrison Parkway and proceed in a southeasterly direction along said westerly right-of-way line of Lakeview Parkway the following courses and distances:

1. 122.24 feet along the arc of a curve to the Right, said curve having a radius of 80.00 feet and being subtended by a chord of South 50°10'17" East, 110.69 feet to an iron pin placed (1/2" rebar);
2. thence 263.05 feet along the arc of a curve to the Left, said curve having a radius of 632.50 feet and being subtended by a chord of South 18°18'47" East, 261.16 feet to a point;

thence depart said westerly right-of-way line of Lakeview Parkway (100' r/w) and proceed South 59°42'27" West for a distance of 71.94 feet to a point; thence 18.42 feet along the arc of a curve to the Left, said curve having a radius of 53.42 feet and being subtended by a chord of South 10°53'07" West, 18.33 feet to a point; thence South 01°00'28" West for a distance of 50.59 feet to a point; thence 164.69 feet along the arc of a curve to the Right, said curve having a radius of 140.55 feet and being subtended by a chord of South 34°34'39" West, 155.43 feet to a point; thence South 11°39'39" East for a distance of 176.35 feet to a point; thence South 44°20'42" West



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for a distance of 175.28 feet to a point; thence North  $39^{\circ}44'27''$  West for a distance of 9.36 feet to a point; thence North  $60^{\circ}04'16''$  West for a distance of 305.89 feet to an iron pin placed (1/2" rebar) on the westerly line of Land Lot 744 (said line being common to Land Lots 699 & 744) and the **Point of Beginning**.

Said tract or parcel containing 7.47407 acres or 325,571 square feet.

**Survey Description of Property  
Georgia 400 Center  
Proposed Lot 4**

All of that tract or parcel of land lying and being in Land Lots 744, 745, 752 & 753 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

**Beginning** at an iron pin placed (1/2" rebar) located at the most southerly margin of the curved intersection formed by the southeasterly right-of-way line of Lakeview Parkway (100' r/w; Plat Book 209, Page 41) with the southwesterly right-of-way line of Haynes Bridge Road (variable r/w) and proceed in a southeasterly direction along said southwesterly right-of-way line of Haynes Bridge Road the following course and distances:

1. 56.63 feet along the arc of a curve to the Right, said curve having a radius of 4507.13 feet and being subtended by a chord of South 27°40'41" East, 56.63 feet to an iron pin placed (1/2" rebar);
2. thence South 33°32'09" East for a distance of 92.95 feet to an iron pin placed (1/2" rebar);
3. thence South 63°50'42" West for a distance of 9.01 feet to an iron pin placed (1/2" rebar);
4. thence 364.78 feet along the arc of a curve to the Right, said curve having a radius of 4509.13 feet and being subtended by a chord of South 23°49'43" East, 364.68 feet to a concrete monument found located on the northwesterly right-of-way line of Georgia 400 (variable r/w, Project No. APD-F056-I(6));

thence depart said southwesterly right-of-way line of Haynes Bridge Road and proceed in a southwesterly direction along said northwesterly right-of-way line of Georgia 400 the following course and distances:

1. South 39°23'33" West for a distance of 53.11 feet to a concrete monument found;
2. thence South 02°53'30" West for a distance of 113.88 feet to a concrete monument found;
3. thence South 27°29'06" West for a distance of 66.46 feet to a concrete monument found;
4. thence South 77°33'49" West for a distance of 135.42 feet to an iron pin found (7/8" open top pipe);
5. thence South 76°59'48" West for a distance of 122.49 feet to a concrete monument found;
6. thence South 60°55'26" West for a distance of 90.77 feet to a concrete monument found;
7. thence South 28°21'35" West for a distance of 248.66 feet to an iron pin found (3/4" square rod);
8. thence South 28°07'18" West for a distance of 493.06 feet to a concrete monument found;
9. thence South 67°55'34" West for a distance of 233.45 feet to a concrete monument found;
10. thence South 60°45'04" West for a distance of 114.02 feet to a concrete monument found;
11. thence South 65°05'28" West for a distance of 4.60 feet to an iron pin found (3/8" square rod);
12. thence South 64°06'50" West for a distance of 296.05 feet to an iron pin found (1 1/8" crimped top pipe) located on the southerly line of Land Lot 744 (said line being common to Land Lots 743 & 744);

thence depart said northwesterly right-of-way line of Georgia 400 and proceed North 87°59'14" West along said southerly line of Land Lot 744 for a distance of 814.59 feet to an iron pin found (5/8" open top pipe) located at the southwesterly corner of said Land Lot 744 (said corner being common to Land Lots 699, 700, 743 & 744); thence in a northerly direction along the westerly line of Land Lot 744 (said line being common to Land Lots 699 & 744) the following courses and distances:

1. North  $00^{\circ}48'49''$  East for a distance of 833.90 feet to an iron pin found (1/2" open top pipe w/cap & tack);
2. thence North  $02^{\circ}18'29''$  East for a distance of 435.55 feet to an iron pin placed (1/2" rebar);

thence depart said westerly line of Land Lot 744 and proceed South  $60^{\circ}04'16''$  East for a distance of 305.89 feet to a point; thence South  $39^{\circ}44'27''$  East for a distance of 9.36 feet to a point; thence North  $44^{\circ}20'42''$  East for a distance of 175.28 feet to a point; thence North  $11^{\circ}39'39''$  West for a distance of 176.35 feet to a point; thence 164.69 feet along the arc of a curve to the Left, said curve having a radius of 140.55 feet and being subtended by a chord of North  $34^{\circ}34'39''$  East, 155.43 feet to a point; thence North  $01^{\circ}00'28''$  East for a distance of 50.59 feet to a point; thence 18.42 feet along the arc of a curve to the Right, said curve having a radius of 53.42 feet and being subtended by a chord of North  $10^{\circ}53'07''$  East, 18.33 feet to a point; thence North  $59^{\circ}42'27''$  East for a distance of 71.94 feet to a point on the southwesterly right-of-way line of Lakeview Parkway (100' r/w; Plat Book 209, Page 41); thence in a southeasterly, easterly and northeasterly direction along the southwesterly, southerly and southeasterly right-of-way line of said Lakeview Parkway (100' r/w) the following courses and distances:

1. 1101.43 feet along the arc of a curve to the Left, said curve having a radius of 632.50 feet and being subtended by a chord of South  $80^{\circ}06'53''$  East, 967.44 feet to a point;
2. thence North  $49^{\circ}59'53''$  East for a distance of 160.00 feet to a point;
3. thence 215.83 feet along the arc of a curve to the Right, said curve having a radius of 4818.16 feet and being subtended by a chord of North  $51^{\circ}16'53''$  East, 215.81 feet to an iron pin placed (1/2" rebar);
4. thence 173.48 feet along the arc of a curve to the Right, said curve having a radius of 100.00 feet and being subtended by a chord of South  $77^{\circ}44'12''$  East, 152.53 feet to an iron pin placed (1/2" rebar) and the **Point of Beginning**.

Said tract or parcel containing 55.00077 acres or 2,395,833 square feet.



THIS INSTRUMENT IS A PART OF THE RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF GEORGIA, IN THE COUNTY OF FULTON, AND IS SUBJECT TO THE PROVISIONS OF THE ACT RELATIVE TO THE RECORDS OF THE CLERK OF THE SUPERIOR COURT, AS AMENDED.

**RECITALS**

WHEREAS, the undersigned, the Georgia 400 Center, a corporation organized and existing under the laws of the State of Georgia, is the owner of certain land situated in the City of Alpharetta, Fulton County, Georgia, and

WHEREAS, the undersigned desires to convey and transfer to the City of Alpharetta, Fulton County, Georgia, the land situated in the City of Alpharetta, Fulton County, Georgia, and

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WHEREAS, the undersigned desires to convey and transfer to the City of Alpharetta, Fulton County, Georgia, the land situated in the City of Alpharetta, Fulton County, Georgia, and

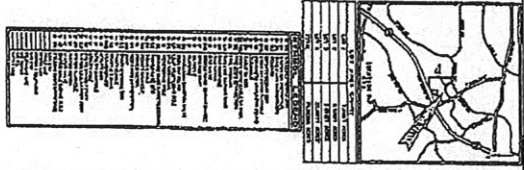
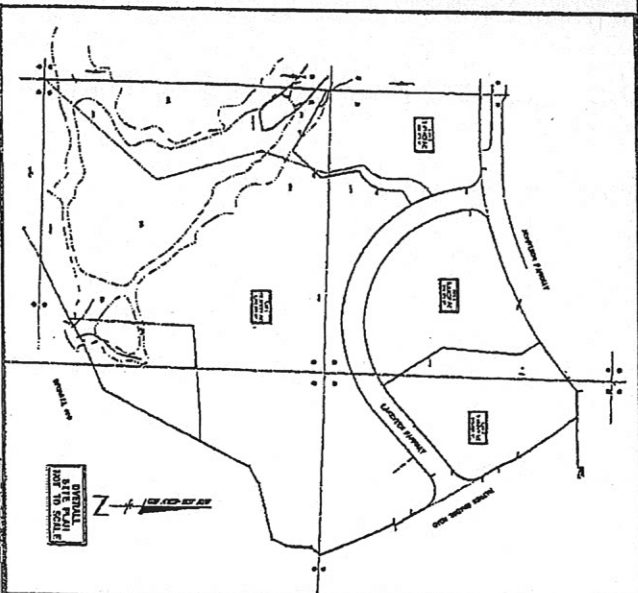
WHEREAS, the undersigned desires to convey and transfer to the City of Alpharetta, Fulton County, Georgia, the land situated in the City of Alpharetta, Fulton County, Georgia, and

MINOR SUBDIVISION PLAT FOR  
GEORGIA 400 CENTER  
LOCATED IN  
LAND LOTS 744, 745, 752 & 753  
1ST DISTRICT, 2ND SECTION  
CITY OF ALPHARETTA  
FULTON COUNTY, GEORGIA

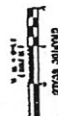


**WATKINS**  
PLATING & SURVEYING  
INCORPORATED  
1000 W. 10TH STREET  
ATLANTA, GEORGIA 30338  
404.525.1234  
FAX 404.525.1235  
WWW.WATKINSPLAT.COM

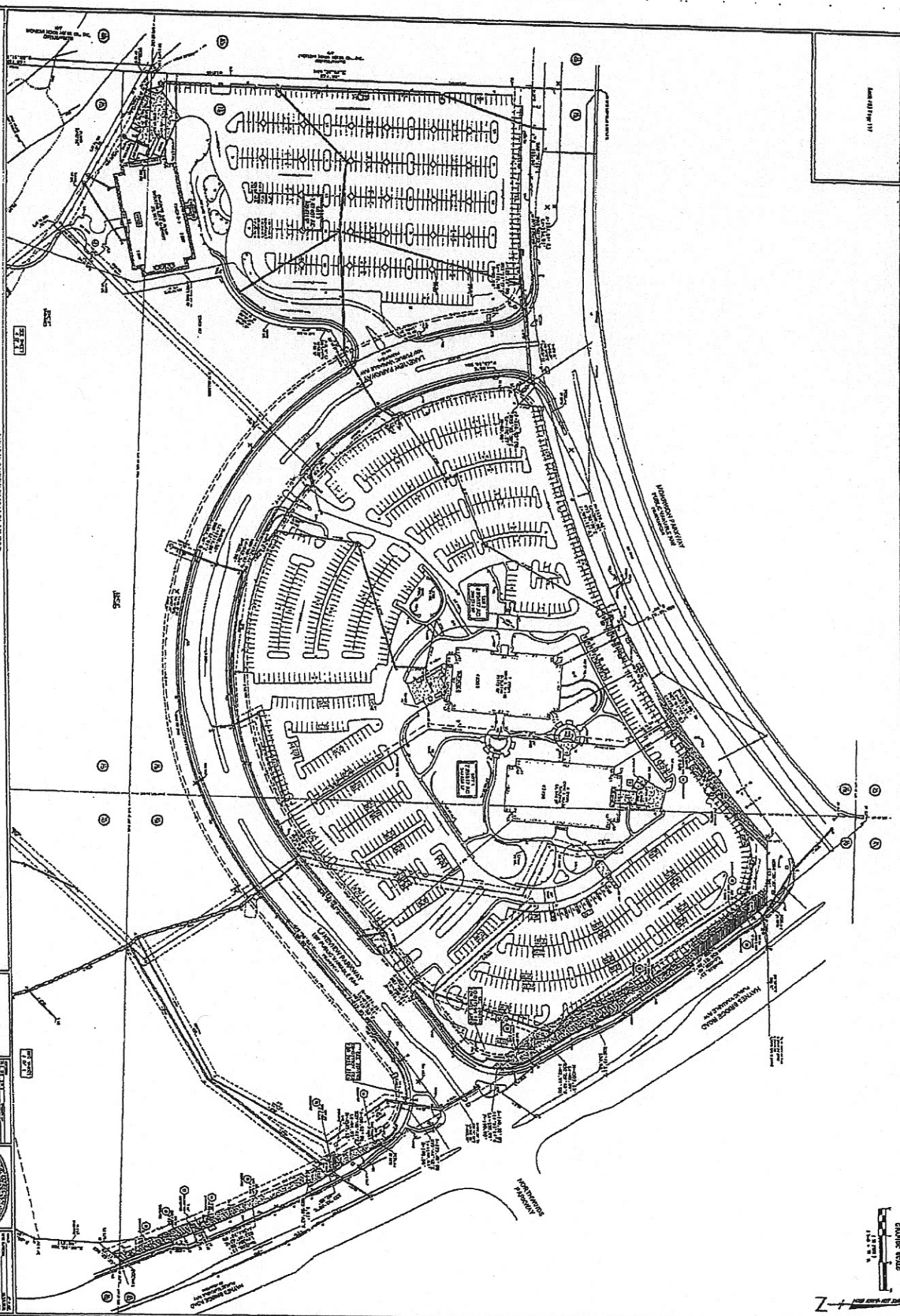
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7-1



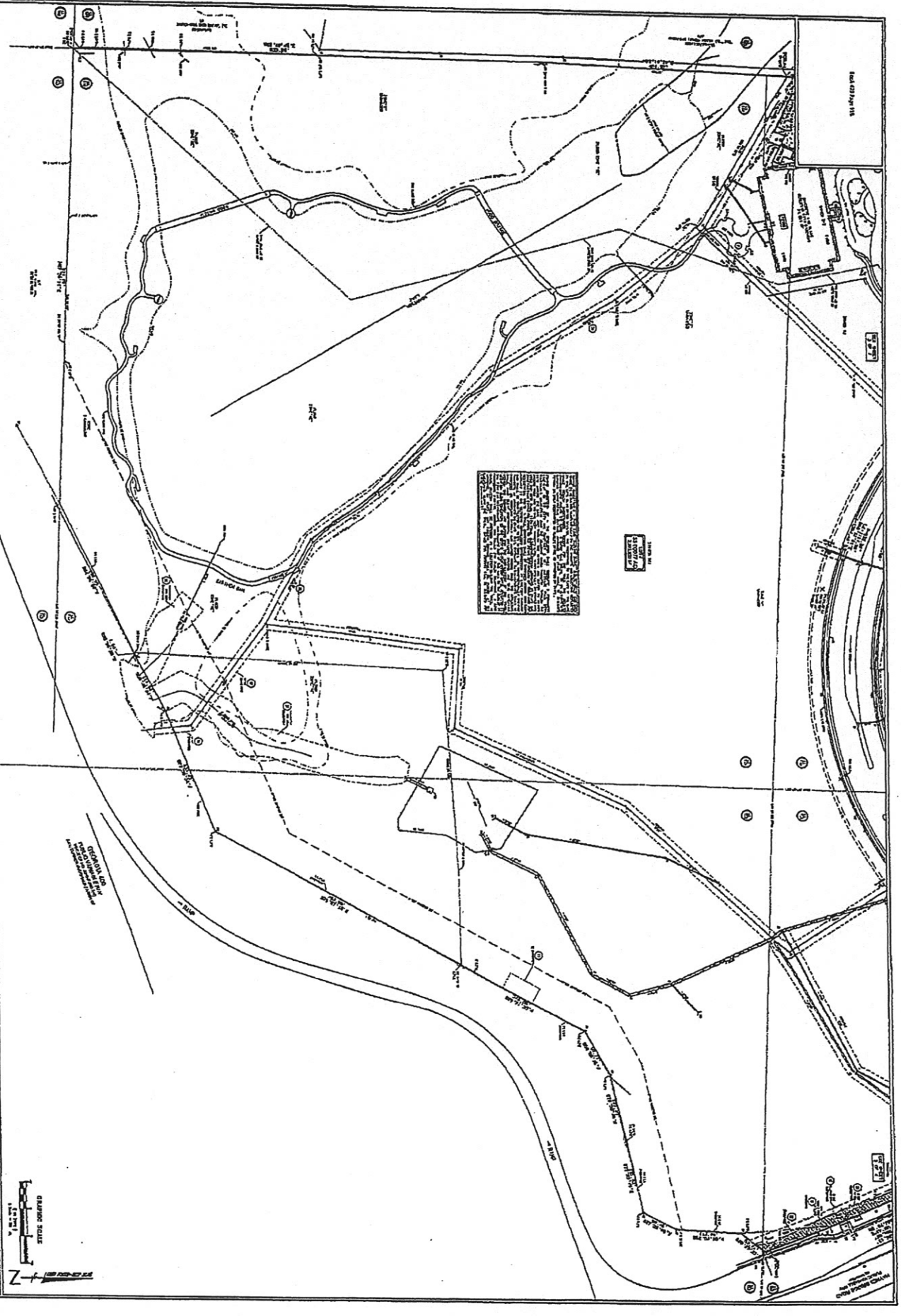
MINOR SUBDIVISION PLAT FOR  
**GEORGIA 400 CENTER**  
 LAND LOTS 744, 745, 752 & 753  
 1ST DISTRICT, 2ND SECTION  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA

I, **DAVID L. BROWN**,  
 Surveyor General,  
 do hereby certify that the  
 foregoing is a true and correct  
 copy of the original record  
 of the same as the same  
 appears in the records of  
 the County Clerk of  
 Fulton County, Georgia.  
 Given under my hand and  
 the seal of the State of  
 Georgia, this 1st day of  
 January, 1981.  
 DAVID L. BROWN  
 Surveyor General

LANA SUBDIVISION  
 GEORGIA 400 CENTER  
 LOCATED IN  
 LAND LOTS 44, 752 & 753  
 1ST DISTRICT, 2ND SECTION  
 CITY OF ALPHARETTA  
 FULTON COUNTY, GEORGIA



|             |                  |
|-------------|------------------|
| DATE        | 10/1/78          |
| BY          | J. B. BROWN      |
| CHECKED BY  | J. B. BROWN      |
| APPROVED BY | J. B. BROWN      |
| SCALE       | 1" = 100'        |
| PROJECT     | LANA SUBDIVISION |
| OWNER       | LANA SUBDIVISION |
| ENGINEER    | J. B. BROWN      |
| DATE        | 10/1/78          |



GRAPHIC SCALE  
 1" = 100'  
 1" = 100'







# City Council Meeting STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: MICROSOFT AZURE CLOUD INFRASTRUCTURE AS A SERVICE (IAAS)

### II. RECOMMENDATION:

Approve the request to provide for Microsoft Azure Cloud Services (IaaS) using the Statewide Contract (SWC) 99999-SPD-T20190814-0002 for Cloud Solutions for all City Departments in the FY2020 in the amount of \$100,000 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: \$100,000.00

APPROPRIATIONS:

| ACCOUNT TITLE/NUMBER                                               | DOLLAR AMOUNT |
|--------------------------------------------------------------------|---------------|
| Department of Information Technology Professional Services Account | \$100,000.00  |

EXTERNAL FUNDING SOURCES:

| ACCOUNT TITLE/NUMBER | DOLLAR AMOUNT |
|----------------------|---------------|
| 0                    | \$0.00        |

### IV. REPORT IN BRIEF:

This request is for estimated cloud data storage costs in lieu of onsite servers and storage equipment. Cloud Services such as Microsoft Azure offer the ability to move virtual servers in an onsite data center to the cloud providing, in some cases, economy of scale and security that is of higher value. These services can also provide some fail-over capability for the cloud services and onsite services. The goal in the early years is to have a mix of onsite server/storage equipment coupled with leveraging of cloud servers. The future goal is to move most if not all functionality to the cloud when it is proven to be operationally and economically beneficial to do so.

This initiative will free the city from having to fund large server and data storage equipment initiatives periodically through the capital budget and be able to manage consumption of our information technology systems more efficiently.

Procurement is through the State of Georgia Statewide Contract (SWC) 99999-SPD-T20190814-0002 for Cloud Solutions. This provides through this recently negotiated state contract the best pricing and support for Microsoft Azure and cloud services using the National Association of State Procurement Officials (NASPO) "ValuePoint" that leverages the expertise and buying power of many states and other participating entities. Also, with the City of Alpharetta being a Microsoft based enterprise with Office 365, Windows 10, and implementation of Hyper V server virtualization technologies, we can leverage existing licensing and enterprise credits to reduce implementation and long-term costs in using cloud services.

Statements of Work (SOW) are attached for covering the migration to the cloud with a part of the design and deployment cost being covered by Microsoft credits as part of our existing enterprise contract. It is noteworthy that as we move our virtual servers to the Azure cloud that these physical servers that are already at their end of life in most cases will be retired and not need to be replaced.

**V. ALTERNATIVES:**

NONE

**VI. ATTACHMENTS:**

City of Alpharetta SHI-Airnet Summary October 21 2019, City of Alpharetta - Airnet CSP Azure AD SSO SAML SOW Phase 1, City of Alpharetta CSP Azure Hosting Phase 2 SHI Fixed Price Custom SOW v1-7 Template v1 (002), SHI Airnet Addendum City of Alpharetta, SHI\_DOAS\_EXECUTED PA\_100319, City of Alpharetta E-Verify affidavit Microsoft September 2019





## **City of Alpharetta – SHI International Corp. / Airnet Group Cloud Solution**

### **Summary:**

The State of Georgia, through the Georgia Department of Administrative Services (DOAS), has agreed upon a State Contract through SHI International Corp. for Cloud Solutions. Georgia Statewide Contract (SWC) 99999-SPD-T20190814-0002 will utilize the structure, by signing a Partner Addendum, to the NASPO ValuePoint Master Agreement #AR2488 led by the State of Utah and contracted through SHI International Corp. Currently, SHI International Corp. provides 90+ Manufacturers and Cloud Solution Providers under #AR2488. However, DOAS, in Phase 1 of SWC 99999-SPD-T20190814-0002, will focus on three strategic and in demand Manufacturers and Cloud Solution Providers: Airnet Group, Microsoft, and Amazon Web Services (AWS). DOAS will continue to evaluate other Manufacturers and Cloud Solution Providers under this Agreement and add them to SWC 99999-SPD-T20190814-0002 based on Georgia State Agencies, Local Government, and Educational Institutions needs and demands require.

SHI International Corp. and Airnet Group will be assisting the City of Alpharetta with their Cloud Strategy to utilize the Microsoft CSP program for Azure Cloud Infrastructure Services. Many organizations are looking to Cloud Solutions, such as Microsoft Azure, to provide Agility, Ability to Scale, Reduced Capital Expenditures, Security, and Disaster Recovery options to compliment and/or replace costly or aging On-Premise Infrastructure. Airnet Group will be integral in providing the City with assistance in the Design, Strategy, and Deployment of Microsoft Azure Services. SHI International Corp. will be providing the underlying State-wide Contract procurement as well as additional Project Management Services to ensure a successful engagement.

### **NASPO Value Point**

“NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO) a non-profit organization formed in 1947, comprised of the Chief Procurement Officials of all fifty states, Washington D.C. and the U.S. Territories; to promote public procurement throughout the country. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state Chief Procurement Officials for the benefit of state departments, institutions, agencies, and political subdivisions; as well as other eligible entities including cities, counties, special districts, community colleges, universities, and some quasi-governmental and non-profit organizations”

“NASPO ValuePoint Master Agreements are competitively solicited using a Lead State™ model, supported by a Sourcing Team™ comprised of multiple state procurement representatives and subject matter experts; leveraging the expertise and buying power of the many states and other participating entities.”

### **SHI International Corp.**

“SHI International Corp. is a global provider of information technology products, solutions and services. Privately-held and under current ownership since 1989, SHI has experienced tremendous growth in size and scope while supporting the business and IT needs of over 17,000 customers. SHI's organic growth and three decades of stability are the result of combining tenured, world-class account teams with certified IT services professionals to deliver advanced solution consultation and technical expertise.



SHI offers custom solutions for every aspect of an IT environment, including software and hardware procurement, architecture, configuration, cloud and data center optimization, networking, mobility and IT asset management services.

SHI's next-generation cloud offerings help customers select, deploy and manage public, private and hybrid cloud solutions in the most secure, efficient and cost-effective ways possible. SHI's Cloud and Innovative Solutions team provides cutting-edge solutions from leading cloud providers such as Amazon, Google and Microsoft.

SHI account teams support clients from over 35 offices throughout the U.S., Canada, the U.K., France, Hong Kong and Singapore. SHI's goal is to foster long-term, mutually-beneficial relationships with its customers and partners, every single day. In 2018, SHI realized \$10 billion in revenue and topped 4,200 employees. SHI's World Headquarters is in Somerset, N.J. “

### **Airnet Group**

“Airnet Group, Inc. (Airnet) is an IT professional and managed services provider and Gold Microsoft Cloud Partner located in Chattanooga, Tennessee. We serve several industries across the country and specialize in cloud-based IT needs by providing Professional Services, Managed Services, and Cloud Consulting. Your cloud partner for improving the efficiency, reliability, security, and maintenance of your IT systems while lowering the overall costs and redirecting your resources to focus on what moves your business forward.”

# Statement of Work

## CSP Azure Deployment with Airnet Azure Foundations, AzureAD, Seamless SSO, SAML, and Azure Migration – Phase 1

Prepared For:  
**City of Alpharetta**

9/30/2019

Document Version: Final



Airnet Group, Inc.  
Phone: (423) 664-7678  
[professionalservices@airnetgroup.com](mailto:professionalservices@airnetgroup.com)

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# 1 Introduction

This Statement of Work ("SOW") is made between Airnet Group Inc., with address at 1604 Reggie White Blvd., Chattanooga, TN 37402 ("Airnet") and City of Alpharetta, with address at 2 Park Plaza, Alpharetta GA 3009 ("Customer").

This SOW describes the work to be performed, including tasks and deliverables, along with the terms of service and required Customer participation and input. Airnet's Terms and Conditions can be found [here](#) and by signing this SOW you are also accepting associated Terms and Conditions.

## 2 Overview

Customer has engaged with Airnet in discussions about their need for guidance and assistance in designing and deploying AzureAD services to provide Seamless Single Sign On, password writeback, and self-service password reset for Customer employees. SAML will be utilized to provide SSO services for applications.

Customer has successfully implemented AzureAD Connect to sync on-premises passwords to AzureAD via password hash synchronization.

The Azure resources will be hosted in Airnet's Cloud Services Provider Azure tenant.

Contained herein is Airnet's preliminary response to identify and deliver an Azure environment to meet Customer's key business and technical goals and requirements.

## 3 Scope of Work

### 3.1 Milestone 1: Assess and Review: Customer's AzureAD Implementation, Security, Airnet Azure Foundations, Resilient Identity, Seamless Single Sign On, SAML, In-Scope Client Computers, In-Scope Applications, Networking, and Milestone Review

Airnet and Customer personnel will review the prerequisites for Airnet Azure Foundations, Resilient Identity, Seamless Single Sign On, SAML, Customer in-scope client computers, Customer's in-scope applications, and review Governance requirements for the Azure environment.

Cost of delivering this Milestone can be covered by the utilization of Microsoft Planning Services Vouchers. This Milestone, in addition to Milestone 2, must be completed within 10 business days of project start to enable the use of Microsoft Planning Services Vouchers.

Please refer to Section 9 and 10 for project timeline completion expectations and cost schedule for Milestone 1 and Milestone 2.

Tasks to be completed during this Milestone:

- Review Microsoft Planning Services Vouchers program requirements
- Confirm Project Start date
- Review and Confirm 10 business day window to complete Milestone 1 and Milestone 2
- Review Microsoft Planning Services Vouchers Proof of Execution documentation and requirements
- Create Microsoft Planning Services Vouchers
- Identify and Document Contacts for this Project
- Confirm current number EMS E3 licenses have been purchased
- Review and Confirm Customer's in-scope on-premises servers for migration to Azure
- Review and Confirm Customer's in-scope client machines and Operating System version for Seamless Single Sign-On found in Appendix B
- Review and Confirm Customer's in-scope applications for SAML Single Sign-On found in Appendix B
- Present AzureAD Seamless Single Sign-On: Prerequisites and Requirements

- Identify in-scope Users
- Review current AzureAD Connect topology
  - Confirm AzureAD Connect version is 1.1644.0 or later
  - If Customer topology is unsupported, note steps required to rebuild Customer's AzureAD to supported topology
- Confirm all in-scope client machines are Domain-Joined
- Identify and document internet browser vendor(s) and version(s) used on in-scope client machines
- Confirm Customer will continue to use Password Hash Synchronization
- Identify Customer Test User
- Present AzureAD SAML: Perquisites and Requirements
  - Identify Users in scope for SAML SSO
  - Identify and Document in-scope applications for SAML SSO available in the Azure Portal Active Directory gallery
  - Identify and Document in-scope applications for SAML SSO are not available in the Azure Portal Active Directory gallery
  - Identify non gallery apps that support SAML 2.0
  - Review Customer's test plan(s) for application Single Sign On via SAML
- Present AzureAD Self Service Portal: Pre-requisites and Requirements
- Present Airnet Azure Foundations: Pre-requisites and Requirements
  - Confirm Azure Tenant Type
    - Airnet's CSP Azure Tenant
  - Confirm Primary and Secondary Regions
    - Primary: TBD
    - Secondary: TBD
  - Review Customer's Foundations
  - Confirm Azure Naming Designations
  - Confirm Enterprise and Azure Administrators
  - Confirm Managed and Development Environments
  - Pre-Requisite: Airnet Azure Access and Permissions
  - Pre-Requisite: Azure Subscription Creation
- Present Azure Networking: Pre-Requisites and Requirements
  - Assign Non-Overlapping IP Network
  - Confirm BGP Requirements for High-Availability
  - Review VNet Requirements
  - Connectivity to On-Premises Review
- Present Azure Security: Pre-requisites and Requirements
  - Azure VPN
    - Customer will utilize Palo Alto appliance in their Azure environment
    - Customer uses Palo Alto PA-3020 on-premises
  - Network Security Groups
- Present Resilient Identity: Pre-requisites and Requirements
  - Active Directory: Extend vs. Connect



- Airnet: Active Directory Access & Permissions
- Present Azure Governance: Pre-requisites and Requirements
  - Role Based Access Controls
- Present Log Analytics: Monitoring, Management, Pre-requisites and Requirements
  - Azure Log Analytics Review
  - Monitoring Review
- Present Azure Billing & Cost Management: Pre-requisites and Requirements
- Review List of Customer In-Scope client machines and applications (In-Scope; Appendix B)
- Confirm Deployment Timeframe & Meeting Schedule
  - Milestones Review
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 3.1.1 Deliverables

The deliverables for this Milestone shall include the following:

| Deliverable        | Description                                                                                                                                                                                                                                                                              |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Discovery</b>   | Airnet will work with Customer personnel to perform AzureAD Connect analysis, document Customer's governance, seamless single sign on, SAML requirements, review Customer's compliance, networking, and security requirements.                                                           |
| <b>Preparation</b> | <p>Airnet will work with Customer personnel to review the prerequisites for Airnet Azure Foundations. Airnet and Customer personnel will determine deployment windows for each milestone.</p> <p>Create Customer's Azure account in Airnet's Cloud Solution Provider's Azure tenant.</p> |

### 3.2 Milestone 2: Validate and Deploy Airnet Azure Foundations

Airnet and Customer personnel will Validate and Deploy Airnet Azure Foundations.

Cost of delivering this Milestone can be covered by the utilization of Microsoft Planning Services Vouchers. This Milestone, in addition to Milestone 1, must be completed within 10 business days of project start to enable the use of Microsoft Planning Services Vouchers.

Please refer to Section 9 and 10 for project timeline completion expectations and cost schedule for Milestone 1 and Milestone 2.

Tasks to be completed during this Milestone:

- Validate Pre-Requirements have been completed for Airnet Foundations Deployment
- Deploy Foundations (offline)
- Validate Foundations Deployment
- Review Airnet Foundations
- Milestone: Questions & Answers
- Complete Microsoft Planning Services Vouchers Proof of Execution requirements and submit Proof of Execution documentation to Microsoft
- Milestone: Completion & Sign-off

### 3.2.1 Deliverables

The deliverables for this Milestone shall include the following:

| Deliverable                                        | Description                                                                           |
|----------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Validate and Deploy Airnet Azure Foundation</b> | Deploy Airnet Azure Foundations prerequisites defined in Milestone 1 and Milestone 2. |
| <b>Deployment Schedules</b>                        | Work will be completed within deployment windows defined by Milestone 1.              |

## 4 Project Management

The major project tasks outlined in this document require coordination of resources, logistics planning, status reporting, and development of documentation. Airnet proposes Project Management services to coordinate project flow and task delivery, documentation reviews, and status reports, as well as to act as a liaison between Airnet and Customer, providing a central point of contact for Customer inquiries.

Responsibilities for this role and services to be performed include:

- **Project Kick-off** (initial engagement with Customer) – Introduction of the project team and officially engage/begin the project.
- **Deliverable Review and Sign-off** - Quality Assurance to ensure successful project/effort delivery.
- **Issue Management and Resolution** – Identify, escalate, and document project issues as necessary, and attend related meetings. Depending on issue size and scope, additional hours may be formally requested in the form of a Project Change Request.
- **Project Closure** Completion of Project Closure process and verification of completed project delivery.
- **Cost Management** - Manage spending to optimize allocated budget.
- **Scope Management** – Monitor project status and manage changes that extend beyond the agreed project scope. Complete Project Change Request documentation as required.

This Statement of Work includes estimated pricing for project management tasks. (see "Cost Schedule" for more information)

## 5 General Assumptions

The information presented in this Statement of Work is based on the following set of assumptions and modifying may result in additional time and/or fees:

- Customer will provide a readily accessible point of contact for identifying and scheduling Customer key personnel.
- Interviews and events will be scheduled in a timely manner by the Project Manager.
- The overall success of the project and accordance to the estimated timeline is based upon participation by Customer in all aspects of the project.
- Customer will be required to periodically review and agree to work-in-progress deliverables.
- Airnet will work with existing vendor relationships to ensure necessary project components are gathered and deployed. Issues related to these components will be escalated to Customer for resolution.
- Time is critical to the success of this project. Both Airnet and Customer are required to work in good faith to meet the goals and timelines of this project.
- Airnet consultants will have sufficient access to Customer personnel and facilities throughout the project. This includes providing the necessary workspace (office, desk, telephone, connectivity, etc.) when Airnet consultants are on-site.

- Most work effort will occur during normal business hours, 8:30 AM to 5:30 PM Eastern Time, Monday through Friday. Only on an as needed and mutually agreed upon basis, after hours and weekend work can be scheduled through the assigned Airnet Project Manager.
- The quality and accuracy of the findings and deliverables are directly dependent on Customer timely submission of accurate information.
- Final acceptance of project deliverables is required within five days of final delivery.

## 6 Project Specific Assumptions

- Key Customer personnel have a complete understanding of the current Customer environment and have a full understanding of the business drivers and goals. It is important that the identified key individuals are available throughout this engagement at all times. Failure to do so will jeopardize the ability of Airnet to meet engagement deliverables.
- Customer has an inventory of their existing environment, such as, but not limited to the Windows domain infrastructure, network topology, remote office locations, and security requirements.
- Customer has the ability to deploy software and configuration changes to their environment.

## 7 Responsibilities

### Airnet

- Airnet consultants consider Customer information as sensitive and confidential and will carefully handle all documentation and information that is provided.
- Airnet will share appropriate insights and experience with Customer managers, technical team members, and others involved with this project. Appropriate knowledge transfer can be in the form of demonstrations, sharing of documentation, and material presented in project reports and deliverables.
- Airnet is responsible for providing a project manager for this project.

### City of Alpharetta

- Will provide all pertinent organization charts, office locations, and phone and email contact information.
- Will provide any policies, practices, contracts, service level agreements, and licenses and standards that pertain to this project.
- Will provide appropriate access to City of Alpharetta infrastructure for this project.
- Is responsible for end-user training on Azure if applicable.
- Will provide on-site workspace for Airnet personnel on an as-needed basis.
- Is responsible for software acquisitions and Azure licensing.
- Is responsible for performing all application testing during this engagement.
- Is responsible for all required application code changes / modifications during this engagement.

## 8 Project Staffing

City of Alpharetta and Airnet will each designate an individual who will have the necessary application, business, and product knowledge, and who will serve as the focal point for all Project matters. All communications may be directed to these individuals with copies to other appropriate Project team members.

City of Alpharetta *Project Sponsor / Advisor / Manager* – a City of Alpharetta resource responsible for the overall delivery of the project for City of Alpharetta. Responsibilities will be defined and agreed upon between City of Alpharetta and Airnet Project Managers. Airnet will look to the City of Alpharetta Director of IT for overall guidance and escalation of issues.

*Airnet Consultant* – an Airnet resource responsible for performing the tasks outlined in the “Scope of Work” and deliverables listed in this SOW. This individual will have performed similar projects to this Project in the past and may also have specific industry experience. Certifications or relevant technical experience will be required for the role and communications skills (written and verbal) will be important to the success of the engagement.

*Airnet Project Manager* – an Airnet resource responsible for the overall delivery of the project for Airnet. The role of this person is to ensure adherence to the work effort defined in this statement and overall client satisfaction. Airnet will escalate all project issues to this resource for guidance and notation in status reports. As appropriate, this resource will become directly involved in issues to ensure proper resolution.

## 9 Project Change Control

Airnet recognizes that changes to the scope and/or magnitude of the Project may be required as part of the SOW. These proposed changes will be a result of new or adapted requirements and are to be presented in a manner which best represents the cost and benefit trade-offs necessary to implement the function.

The following procedure will be followed for all change requests:

A Project Change Request will be the vehicle for communicating change. The Project Change Request must detail the change and identify the impact of the change on deliverables, milestone, timeframes, and the cost of the Project.

Both the Airnet Project Manager and the City of Alpharetta Director of IT will review the Project Change Request and its impact and mutually agree in writing upon its content, cost, and delivery schedule. A proposed payment schedule (if applicable) shall be incorporated into the change request.

The City of Alpharetta Director of IT will be responsible for obtaining written authorization and cost approval for all change requests.

Once authorized, all changes will be incorporated into this SOW as a “Change Order.” Authorized representatives from Airnet and City of Alpharetta must sign this Change Order. Once all signatures have been obtained, all work specified within the referenced Change Order will be performed. To the extent required by City of Alpharetta, and in addition to the language contained in this section, Airnet will comply with City of Alpharetta standard, internal policies, and procedures specific to Project Change Request and Change Orders.

The tasks and deliverables set forth in this SOW may be modified and amended upon mutual written agreement of the parties based on changes in the scope of this Project (as defined in this SOW). Should any requested changes represent a material modification to the overall scope of this SOW, said changes shall be considered a Change Order as described in this section and dealt with as such. City of Alpharetta may, at its sole discretion, choose not to implement said Change Order. Under such circumstances, Airnet shall advise City of Alpharetta of any impact this may have on the overall outcome of this SOW.



## 10 Proposed Project Schedule

As it relates to this SOW, this project must be completed in ten (10) business days from project start.

Third-party financing in the form of Microsoft Planning Services Vouchers can be utilized to cover the cost of Milestone 1 and Milestone 2 delivery to Customer. Delivery of Milestone 1 and Milestone 2 must happen within 10 business days of the Project start date per Microsoft Planning Services program requirements.

- Schedule assumes a start date of 11/11/2019 or after – this is subject to approval of third-party funding paperwork.
- Delivery of Milestone 1 and Milestone 2 and required third-party Proof of Execution documentation must be completed within 10 business days of project start. Assuming a start date of 11/11/2019, delivery of Milestone 1 and Milestone 2 must happen on or before 11/21/2019.
- Failure to deliver Milestone 1 and Milestone 2 and/or required third-party Proof of Execution documentation on or before 11/21/2019 will result in forfeiture of third-party financing. Airnet reserves the right to bill Customer for delivery of Milestone 1 and Milestone 2 in the event of third-party financing forfeiture.
- Schedule assumes availability of Customer and Airnet personnel, the timely execution of Customer responsibilities and the completion of technical assumptions shown in this SOW.
- The preferred meeting cadence for this project is one half day meeting each week until project completion.

## 11 Cost Schedule

Airnet agrees to provide the deliverables described herein under the described conditions and assumptions in an estimated range of 11/11/19 to 11/21/19.

Milestones that are subject to third-party financing are listed in the table below. Upon Airnet will invoice the third-party financier for the cost of delivery upon completion of in scope

| Milestones or Tasks Subject to Third-Party Financing | Cost       |
|------------------------------------------------------|------------|
| Milestone 1 - 2                                      | \$10,000   |
| Less Third-Party Funding                             | (\$10,000) |
| Total to Customer                                    | \$0.00**   |

\*\*Conditioned upon completion of the approved tasks, deliverables, and third-party financing program funding dates. Delivery of signed Proof of Execution (POE) documentation from City of Alpharetta to Airnet for submittal to third-party financier. If POE is not signed and returned to Airnet on or before 10 business days from the project start date, Airnet has the right to bill Customer for the work completed in this SOW.

In the event that the scope of this SOW is changed or altered after the Project has begun, Airnet will, before continuing with the work, present a written price adjustment with an explanation of additional costs, if any, to City of Alpharetta. Any such modifications in project scope or cost must be approved in writing by City of Alpharetta prior to commencement of the work as modified.

Below is the sample POE form for this project.

|                          |
|--------------------------|
| xx/xx/2019               |
| To: Microsoft Contact    |
| From: Client Name        |
| Client Title             |
| Client Phone #           |
| Client email             |
| Company Name and Address |

I am writing to confirm that Airnet Group, Inc. has provided the following services:

<Enter Completed Milestone(s)>:

Airnet performed the tasks initialed in Deliverables/Delivery Schedule on the following Statement of Work.

I confirm that the project started on 11/11/2019 and the milestones indicated were completed by 11/xx/2019.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Upon the completion of this project, Airnet Managed and Professional Services for Microsoft Azure are available to Customer to assist personnel with Level 1 to Level 3 support tasks, resource planning, deployment, and system administration and management services. A complete list of Airnet Managed and Professional Services will be provided upon request.

## 12 Confidentiality

This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. As a result, this document shall not be disclosed, used, duplicated, in whole or in part, for any purpose other than to evaluate Airnet Group, Inc. City of Alpharetta will only disclose Airnet's sensitive and confidential information within their organization on a need-to-know basis.

## 13 Signatures

Airnet is exceptionally qualified to deliver results consistent with a unique, unbiased, and experienced approach to solutions. We look forward to collaborating with City of Alpharetta on this project and thank you for the opportunity of this engagement.

By signing this document, City of Alpharetta and Airnet agree to the terms of this Statement of Work. The offer represented by this proposal is valid for a period of 45 days. Either party may terminate this agreement with a 30-day written notice. City of Alpharetta agrees to promptly compensate Airnet for all work performed towards this Project through the agreed upon Project cancellation date. Airnet and City of Alpharetta agree to act in good faith to accomplish this Statement of Work.

IN WITNESS WHEREOF, the parties to this SOW have caused it to be executed on their behalf by their duly authorized representatives of the day and year written below.

AGREED AND ACCEPTED BY:

### City of Alpharetta

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

### Airnet Group, Inc.

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_



# Statement of Work

## Change Control Request Form

**Project Name:**

**CSP Azure Deployment with  
Airnet Azure Foundations,  
AzureAD, Seamless SSO, SAML,  
and Azure Migration**

**City of Alpharetta**

9/30/2019



Airnet Group, Inc.  
Phone: (423) 664-7678  
[professionalservices@airnetgroup.com](mailto:professionalservices@airnetgroup.com)

| General Information |       |                     |
|---------------------|-------|---------------------|
| Requestor Name      |       | Date                |
|                     |       |                     |
| Office              |       | Change Request Type |
|                     |       |                     |
| Contact             | Phone | Email               |
|                     |       |                     |

|                                            |
|--------------------------------------------|
| <b>Change Request Definition</b>           |
| Description – Describe the proposed change |
|                                            |

| Change Request Evaluation Analysis (Check all that apply)                                                                 |                                              |                                        |                                    |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------|------------------------------------|
| Project Schedule: <input type="checkbox"/>                                                                                | Configuration Item: <input type="checkbox"/> | Project Cost: <input type="checkbox"/> | IT Risks: <input type="checkbox"/> |
| Security: <input type="checkbox"/>                                                                                        | Best Practices: <input type="checkbox"/>     | Resources: <input type="checkbox"/>    |                                    |
| Impact Description – Describe the impact for each of the items checked. List all deliverables affected by change request. |                                              |                                        |                                    |
|                                                                                                                           |                                              |                                        |                                    |

| Change Control Team Recommendations                                   |              |                                                                                                                                                   |
|-----------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Review Date                                                           | Team Members | Recommendations                                                                                                                                   |
|                                                                       |              | <input type="checkbox"/> Evaluate<br><input type="checkbox"/> Approve<br><input type="checkbox"/> Reject<br><input type="checkbox"/> Defer Until: |
|                                                                       |              | <input type="checkbox"/> Approve<br><input type="checkbox"/> Reject<br><input type="checkbox"/> Defer Until:                                      |
| Rationale for Recommendation – State the rationale for recommendation |              |                                                                                                                                                   |
|                                                                       |              |                                                                                                                                                   |

| Change Request Final Management Approval                                                     |      |       |                                                                     |
|----------------------------------------------------------------------------------------------|------|-------|---------------------------------------------------------------------|
| Final Approval Date                                                                          | Name | Title | Recommendation                                                      |
|                                                                                              |      |       | <input type="checkbox"/> Approve<br><input type="checkbox"/> Reject |
| Special Instructions – Provide any additional information regarding the final recommendation |      |       |                                                                     |
|                                                                                              |      |       |                                                                     |

| Alternative Selected and Implemented – Provide a brief description of the alternative selected. |
|-------------------------------------------------------------------------------------------------|
|                                                                                                 |

## Signatures

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, on the dates set forth below.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

### AGREED AND ACCEPTED BY:

#### City of Alpharetta

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

#### Airnet Group, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_



## 15 Appendix B – In-Scope Customer Resources

### In-Scope Customer Servers for Migration to Azure:

| Name    | Purpose                 | Host                           | Guest OS                                  | Team       | Location | Public IP |
|---------|-------------------------|--------------------------------|-------------------------------------------|------------|----------|-----------|
| ARTEMIS | web helpdesk            | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2008 R2 (64-bit) | Network    | Cloud    | Y         |
| CAGE    | Lansweeper              | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Network    | Cloud    |           |
| CASTOR  | AAD Connect             | epw-esxhost17.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Security   | Cloud    |           |
| CEREBRO | Spotlight               | epw-esxhost20.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | App and DB | Cloud    |           |
| COADUO  | DUO Functions           | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Security   | Cloud    |           |
| IX      | Solarwinds DB           | epw-esxhost13.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Network    | Cloud    |           |
| KAN     | Solarwinds Web          | epw-esxhost17.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Network    | Cloud    |           |
| PAN     | Application file server | epw-esxhost19.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Datacenter | Cloud    |           |

### In-Scope Customer User Accounts:

Up to 515 User accounts

### In-Scope Customer Applications for SAML setup:

Wrike  
NeoGov

### In-Scope Customer Operating System Versions for SSO:

Windows 7  
Windows 10

### In-Scope Customer Internet Browser(s) for SSO:

Google Chrome  
Internet Explorer v10  
Firefox



# **CSP Azure Deployment with Airnet Azure Foundations, AzureAD, Seamless SSO, SAML, and Azure Migration – Phase 2**

---

## **Statement of Work**

Prepared for City of Alpharetta



Account Executive: Trevor Golden | Email: [Trevor\\_Golden@SHI.com](mailto:Trevor_Golden@SHI.com) | Phone: 404-580-2409

Proposal Date: 10/7/2019

# CITY OF ALPHARETTA PROPOSAL FOR SERVICES

## 1. OVERVIEW

SHI International Corp. ("SHI") is pleased to submit this proposal for services to support City of Alpharetta ("Customer") in their Azure CSP Migration with Seamless SSO and SAML authentication ("Services"). We have assisted many customers with similar projects and our team of experienced consultants are dedicated to providing you a successful implementation.

City of Alpharetta has identified the following goals and objectives for this engagement:

Customer has engaged with SHI's partner Airnet in discussions about their need for guidance and assistance in designing and deploying AzureAD services to provide Seamless Single Sign On, password writeback, and self-service password reset for Customer employees. SAML will be utilized to provide SSO services for applications.

Customer has successfully implemented AzureAD Connect to sync on-premises passwords to AzureAD via password hash synchronization.

The Azure resources will be hosted in Airnet's Cloud Services Provider Azure tenant.

Airnet and Customer personnel will begin execution of the 'Phase 2' SOW upon successful completion of 'Phase 1' SOW.

## 2. SCOPE OF SERVICES

The following services will be provided in this engagement:

*Milestone 1 and Milestone 2 are outlined in the 'Phase 1' SOW.*

### **Milestone 3: Azure Security: Design, Strategy & Deployment**

Airnet and Customer personnel will review Customer's security prerequisites and design and deploy Azure Security solutions and configurations to meet Customer's security prerequisites.

Tasks to be completed during this milestone:

- Role Based Access Control strategy
  - Deploy Role Based Access assignments
- Azure Cloud Security
  - Network Security Groups
  - Palo Alto appliance

- Azure Security Center
- Corporate to Azure Security
- Internet to Azure Security
  - Web Accessible Workloads
- VPN: Security and Alerting
  - Site to Site
  - User to Site
- Validation of Azure Security
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 3.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                             | Description                                                                                                                                                                              |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Security: Design, Strategy, and Deployment</b> | Airnet and Customer personnel will review Customer's security prerequisites and design and deploy Azure Security solutions and configurations to meet Customer's security prerequisites. |
| <b>Deployment Schedules</b>                             | Work will be completed within the agreed upon deployment window.                                                                                                                         |

### Milestone 4: Palo Alto Appliance: Design, Strategy & Deployment

Airnet and Customer will review Customer's 3<sup>rd</sup> party firewall appliance for potential use in Azure and required Azure networking configurations to ensure desired routing of traffic to and from 3<sup>rd</sup> party firewall appliance.

Airnet will deploy the 3<sup>rd</sup> Party Firewall appliance image from the Azure marketplace into Customer's Azure environment. Customer personnel will be responsible for configuration 3<sup>rd</sup> party firewall appliance.

Tasks to be completed in this milestone:

- Pre-Requisite: 3<sup>rd</sup> Party Firewall License
- Network Design w/3<sup>rd</sup> Party Firewall
- Deploy Firewall from Azure Market Place
  - Airnet will be responsible for deploying the 3<sup>rd</sup> Party appliance to Customer's Azure environment
  - Customer will be responsible for configuring the 3<sup>rd</sup> Party appliance to the desired configuration



- Security Configuration
- IP address Configuration
- Azure Integration
  - Route Tables
  - Security Policies
- Validate Traffic Routing
- Validate Security Policies
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### 4.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                                                             | Description                                                                                                                       |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure 3<sup>rd</sup> Party Firewall Appliance: Design, Strategy &amp; Deployment</b> | Airnet and Customer personnel will deploy and configure 3 <sup>rd</sup> party firewall appliance in Customer's Azure environment. |
| <b>Deployment Schedules</b>                                                             | Work will be completed within the agreed upon deployment window.                                                                  |

#### Milestone 5: Azure Network Strategy and VPN Deployment

Airnet and Customer personnel will review network VPN strategy and Customer requirements and will work with Customer personnel to deploy and configure VPN network(s).

Tasks to be completed during this Milestone:

- Review Connectivity Strategy
- Confirm On-Premises Vendor
- Confirm Single or Multi-Homed Deployment, High-Availability
- Confirm BGP Requirement (Required for High-Availability Design)
- Confirm Number of Locations that will Require Connectivity
- Confirm On-Premises Public IP Addresses
- Confirm On-Premises: Networks
- VPN Deployment: Route-Based vs. Policy-Based
- Confirm VPN Settings (Encryption, Gateways, Keys, etc.)
- Deploy VPN
- Validate VPN Connectivity
- Validate BGP Peering & Route Exchange (if BGP is Deployed)
- Milestone: Questions & Answers

- Milestone: Completion & Sign-off

### 5.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                      | Description                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Network Strategy and VPN Deployment</b> | Airnet and Customer personnel will review network VPN strategy and Customer requirements. Airnet will work with Customer personnel to deploy and configure VPN network(s). |
| <b>Deployment Schedules</b>                      | Work will be completed within the agreed upon deployment window.                                                                                                           |

### Milestone 6: Resilient Identity: Strategy & Deployment

Airnet and Customer personnel will review Customer's requirements for Resilient Identity services in Azure. Airnet will work with Customer personnel to deploy and configure Resilient Identity services in Azure that meet Customer's requirements.

Tasks to be completed during this milestone:

- Review Identity Strategy
- Review DNS Strategy
  - Azure: Configure DNS
- Connect Azure AD to Active Directory (if necessary)
- Deploy Azure Domain Controllers
  - Pre-Requisite: Server requirements
  - Connect to On-Premises Active Directory
  - Add Windows Server Roles & Promotion (Active Directory, DNS, etc.)
- Validate Active Directory Synchronization
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 6.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                          | Description                                                                                                              |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Resilient Identity: Strategy &amp; Deployment</b> | Airnet and Customer personnel will review Customer's requirements for Resilient Identity services. Airnet will work with |

|                             |                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------|
|                             | Customer personnel to deploy and configure Resilient Identity services in Azure. |
| <b>Deployment Schedules</b> | Work will be completed within the agreed upon deployment window.                 |

### **Milestone 7: AzureAD Seamless Single Sign On: Strategy & Deployment**

Airnet and Customer personnel will review Customer's requirements for Seamless Single Sign On services in Azure. Airnet will work with Customer personnel to deploy and configure Seamless Single Sign On services in Azure that meet Customer's requirements.

Tasks to be completed during this milestone:

- Identify domain administrators for each AD forest
- Rebuild Customer's AzureAD Connect to supported topology (if needed)
- Whitelist \*.msappproxy.net URLs id Password Hash Sync is used
- Enable modern authentication for Customer's Azure tenant
- Enable SSO in AzureAD Connect
- Rollout SSO to Windows and macOS clients
  - Use group policy if Customer *does not* want users modifying their own setting
  - Use group policy preference if Customer *does* want users to modify their own settings
- Follow browsers considerations for each in scope browser
- Test SSO feature for a specific user
  - Remediate SSO issues as needed
- Rollout SSO to all in-scope users
- Roll over keys
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### **7.1 Deliverables**

The deliverables for this milestone shall include the following:

| Deliverable                                                       | Description                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AzureAD Seamless Single Sign On: Strategy &amp; Deployment</b> | Airnet and Customer personnel will review Customer's requirements for Seamless Single Sign On services in Azure. Airnet will work with Customer personnel to deploy and configure Seamless Single Sign On services in Azure that meet Customer's requirements. |

|                             |                                                                  |
|-----------------------------|------------------------------------------------------------------|
| <b>Deployment Schedules</b> | Work will be completed within the agreed upon deployment window. |
|-----------------------------|------------------------------------------------------------------|

## **Milestone 8: AzureAD SAML: Strategy & Deployment**

Airnet and Customer personnel will review Customer's requirements for SAML services in Azure. Airnet will work with Customer personnel to deploy and configure SAML single sign on services in Azure that meet Customer's requirements.

Tasks to be completed during this milestone:

- For in-scope applications for SAML SSO that are available in the Azure Portal Active Directory gallery
  - Add in-scope applications from the list of managed apps in the gallery
  - Configure and test Azure AD SSO for each in scope app added from the gallery
    - Follow configuration steps for each app
    - Test each app following Customer test plan(s) for each in-scope application
- For in-scope applications for SAML SSO that are not available in the Azure Portal Active Directory gallery
  - Determine how users who are assigned or unassigned to each application can sign into the respective application and if user can see each respective application in the access panel
  - Set behavior of assigned users
  - Set behavior for unassigned users
- Set custom logo for each in scope app
- Configure SAML SSO for supported non gallery apps
  - Edit basic SAML configuration for each in scope application that supports SAML
  - Configure User attributes and claims
  - Manage SAML signing certificate
  - Setup application to sue Azure AD
  - Validate SSO
  - Assign users and groups to each in scope application that supports SAML in Azure AD
  - Configure automatic user provisioning
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### **8.1 Deliverables**

The deliverables for this milestone shall include the following:



| Deliverable                                    | Description                                                                                                                                                                                                                             |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AzureAD SAML: Strategy &amp; Deployment</b> | Airnet and Customer personnel will review Customer's requirements for SAML services in Azure. Airnet will work with Customer personnel to deploy and configure SAML single sign on services in Azure that meet Customer's requirements. |
| <b>Deployment Schedules</b>                    | Work will be completed within the agreed upon deployment window.                                                                                                                                                                        |

### **Milestone 9: AzureAD Self Service Portal: Strategy & Deployment**

Airnet and Customer personnel will work to deploy Self Service Portal in Customer's Azure tenant.

Tasks to be completed during this milestone:

- Identify Global Admin account
- Identify Customer test user
- Identify pilot group to test that test user is a part of
- Review Customer's testing plan
- Plan the configuration
  - SSPR properties
  - Authentication methods
  - Registration
  - Notification
  - Customizations
- Enable Self Service Password Reset in the Azure portal under Azure AD
- Configure SSPR
  - Enable groups
  - Configure Authentication methods
  - Configure password writeback in Azure Ad Connect
- Implement Customer test plan
- Validate test was successful
- Rollout SSPS to in scope users
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### **9.1 Deliverables**

The deliverables for this milestone shall include the following:

| Deliverable                                                   | Description                                                                                       |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>AzureAD Self Service Portal: Strategy &amp; Deployment</b> | Airnet and Customer personnel will work to deploy Self Service Portal in Customer's Azure tenant. |
| <b>Deployment Schedules</b>                                   | Work will be completed within the agreed upon deployment window.                                  |

### **Milestone 10: Azure Migration Tools: Strategy and Deployment**

Airnet and Customer personnel will review and determine strategy and migration tools required to migrate in-scope resources to Azure. Airnet and Customer personnel will deploy required migration tool(s) and validate data is being gathered and replicated to Azure.

Tasks to be completed during this milestone:

- Review Critical Servers / Applications / Databases
  - Assign Criticality
- Servers / Application Migration Strategy: Green Build vs. Migrate
  - Confirm Server OS Version(s)
- Databases Migration Strategy:
  - IaaS versus PaaS
- Deploy Azure Migrate (VMware) (if necessary)
- Deploy Azure Service Map (Applications) (if necessary)
- Validate Azure Migration Tools are Gathering Data
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### **10.1 Deliverables**

The deliverables for this Milestone shall include the following:

| Deliverable                                                 | Description                                                                                                                                                                                        |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Migration Strategy and Deployment of Migration Tools</b> | Airnet and Customer personnel will review migration strategy and deploy necessary migration tool(s).<br><br>Airnet and Customer personnel will validate that migration tool(s) are gathering data. |
| <b>Deployment Schedules</b>                                 | Work will be completed within the agreed upon deployment window.                                                                                                                                   |

### **Milestone 11: Azure Migration Plan: Servers, Applications, and Databases**



Airnet and Customer personnel will review Migration Tool data and finalize Azure resource sizing. Airnet and Customer personnel will create Migration plan and schedule for in-scope Customer servers, databases, and applications.

Tasks to be completed during this milestone are:

- Review Data from Milestone 10 (Azure Migration Tools)
- Review Servers, Applications, and Databases
  - Compute & Storage Options
  - Server: Sizing, Requirements, Images, Scalability, Redundancy
  - Application: Data Types, Dependencies, Flows
  - Databases: Sizes, Dependencies, Applications, Redundancy, IaaS, PaaS
  - Cost Considerations
- Create Migration Plan
  - Create Server Validation Test Plan
  - Create Application Validation Test Plan
  - Create Database Validation Test Plan
- Deploy Azure Site Recovery (if necessary)
- Create Migration Plan Schedule
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 11.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                                       | Description                                                                                                                                                                                   |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Migration Plan: Servers, Applications, and Databases</b> | Airnet and Customer personnel will review migration tool data, finalize Azure resource sizing, create migration plan and schedule for in-scope Customer servers, databases, and applications. |
| <b>Deployment Schedules</b>                                       | Work will be completed within the agreed upon deployment window.                                                                                                                              |

### Milestone 12: Azure Migration

Airnet and Customer personnel will execute Azure migration plans for in-scope Customer servers, databases, and applications as defined by Milestone 11.

Tasks to be completed during this milestone are:

- Execute Migration Plan as defined by Milestone 11

- Validate Server Health
  - Following Test Plan as defined by Milestone 11
- Validate Application Health
  - Following Test Plan as defined by Milestone 11
- Validate Database Health
  - Following Test Plan as defined by Milestone 11
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 12.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                 | Description                                                                                                                                                |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Migration</b>      | Airnet and Customer personnel will execute Azure migration plan for in-scope Customer servers, databases, and applications plan as defined by Milestone 8. |
| <b>Deployment Schedules</b> | Work will be completed within the agreed upon deployment window.                                                                                           |

### Milestone 13: Azure Monitoring: Log Analytics; SolarWinds: Strategy; Comparison; Deployment

Airnet and Customer personnel will review Microsoft's Log Analytics for management and monitoring of connectivity, servers, applications, and databases in Azure.

Airnet and Customer personnel will review SolarWinds' Azure monitoring solution for monitoring of connectivity, servers, applications, and databases in Azure.

Airnet will assist Customer personnel to deploy and configure SolarWinds' Azure monitoring solution.

Tasks to be performed during this milestone:

- Review Log Analytics Strategy
  - Infrastructure Management & Monitoring
    - Connectivity
    - VPNs
  - Server Management & Monitoring
  - Application Management & Monitoring
  - Database Management & Monitoring
- Review SolarWinds' Azure monitoring solution
  - Infrastructure Management & Monitoring
    - Connectivity



- VPNs
  - Server Management & Monitoring
  - Application Management & Monitoring
  - Database Management & Monitoring
- Deploy SolarWinds to Customer's Azure environment
- Validate SolarWinds Configuration
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

### 13.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                                                                                  | Description                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Monitoring: Log Analytics;<br/>SolarWinds: Strategy; Comparison;<br/>Deployment</b> | <p>Airnet and Customer personnel will review and compare Log Analytics and SolarWinds for management and monitoring of connectivity, servers, applications, and databases in Azure.</p> <p>Airnet will assist Customer personnel to deploy and configure SolarWinds' Azure monitoring solution.</p> |
| <b>Deployment Schedules</b>                                                                  | Work will be completed within the agreed upon deployment window.                                                                                                                                                                                                                                    |

### Milestone 14: Azure Backup Services: Strategy & Deployment

Airnet and Customer personnel will review Azure Backup services, requirements, and operational backup policies.

Airnet and Customer personnel will create Azure Backup policies and deploy Azure Backup services to Customer's Azure resources.

Tasks to be performed during this milestone:

- Review Azure Backup Services
- Confirm Server Requirements
- Review Backup Policies
- Create Azure Backup Policies
- Deploy Azure Backup
- Validate Azure Backups
- Milestone: Questions & Answers

- Milestone: Completion & Sign-off

#### 14.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                  | Description                                                                                                                                                                                                                                                   |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Backup Services</b> | <p>Airnet and Customer personnel will review Azure Backup services, requirements, and operational backup policies.</p> <p>Airnet and Customer personnel will create Azure Backup policies and deploy Azure Backup services to Customer's Azure resources.</p> |
| <b>Deployment Schedules</b>  | Work will be completed within the agreed upon deployment window.                                                                                                                                                                                              |

#### Milestone 15: Azure Governance: Strategy & Deployment

Airnet and Customer personnel will review access and governance strategy and create Azure Governance policies.

Airnet and Customer personnel will deploy and validate create Azure Governance policies.

Tasks to be performed during this milestone:

- Role Based Access Control review
- Azure Governance Strategy
  - Create Azure Governance Policies
- Deploy Azure Governance
- Validate Azure Governance Policies
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### 15.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable             | Description                                                                                                                                                            |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Azure Governance</b> | <p>Airnet and Customer personnel will review access and governance strategy and create Azure Governance policies.</p> <p>Airnet and Customer personnel will deploy</p> |

|                             |                                                                  |
|-----------------------------|------------------------------------------------------------------|
|                             | and validate create Azure Governance policies.                   |
| <b>Deployment Schedules</b> | Work will be completed within the agreed upon deployment window. |

### **Milestone 16: Azure Billing and Cost Management**

Airnet and Customer review cost management strategies and review cost reporting functionality.

Tasks to be performed during this milestone:

- Billing & Cost Management Review
- Reporting Review
- Milestone: Questions & Answers
- Milestone: Completion & Sign-off

#### **16.1 Deliverables**

The deliverables for this milestone shall include the following:

| Deliverable                              | Description                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Azure Billing and Cost Management</b> | Airnet and Customer review cost management strategies and review cost reporting functionality. |
| <b>Deployment Schedules</b>              | Work will be completed within the agreed upon deployment window.                               |

### **Milestone 17: Knowledge Transfer**

To ensure Customer personnel have working knowledge of the deliverables outlined in this SOW, Airnet will provide knowledge transfer and documentation to Customer personnel that will focus on:

- Airnet Azure Foundations
- Azure Networking
- Azure Security
- Azure Compute
- Azure Storage
- Azure Backup
- Azure Log Analytics
- SolarWinds Azure Monitoring
- Azure Billing & Cost Management
- Project Completion & Sign-off

Documentation will be sourced from Airnet, Microsoft, and third-party solution vendors as appropriate.

### 17.1 Deliverables

The deliverables for this milestone shall include the following:

| Deliverable                             | Description                                                                         |
|-----------------------------------------|-------------------------------------------------------------------------------------|
| <b>Knowledge Transfer Documentation</b> | Provide documentation of Customer's Azure environment and Airnet Azure Foundations. |
| <b>Deployment Schedules</b>             | Work will be completed within the agreed upon deployment window.                    |

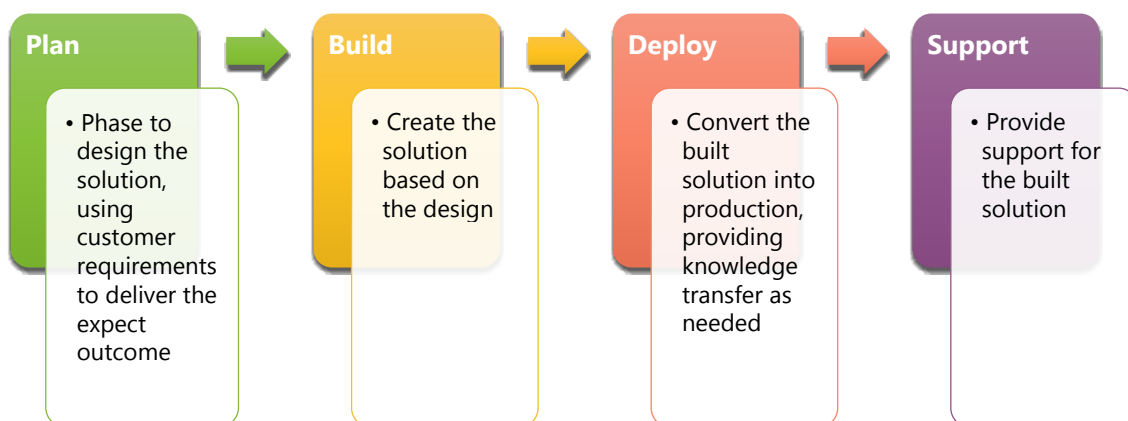
The following Airnet Services will be delivered to City of Alpharetta upon completion of the above Milestones and Tasks.

#### CSP Included Support

- Email Alert Notification on Failure of Azure Tenant.
- Azure Incident Escalation Support on behalf of Customer.

## 3. TECHNICAL DELIVERY METHODOLOGY

This engagement will be delivered using the Plan-Build-Deploy-Support methodology as described below:

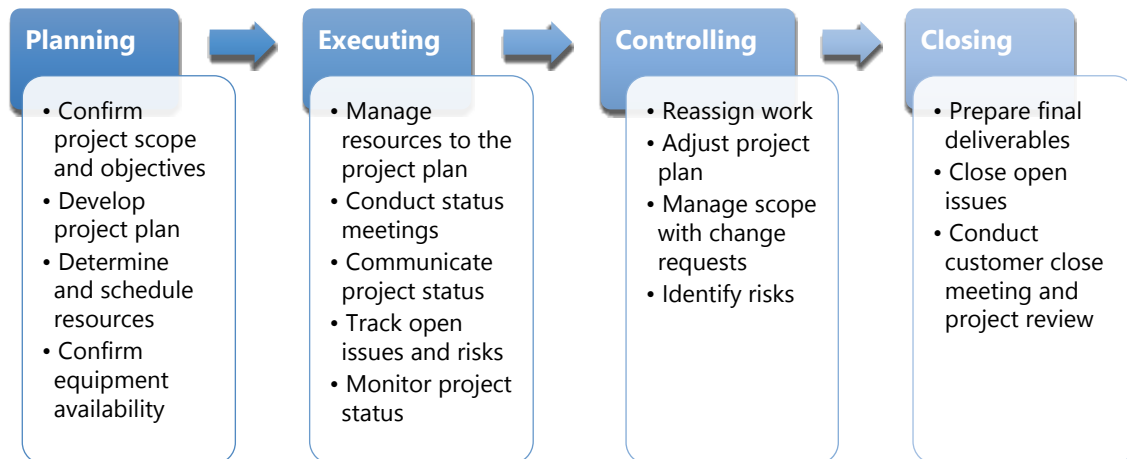




## 4. PROJECT MANAGEMENT METHODOLOGY

Click here to enter text.

This project will be managed using the *SHI Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



## 5. PROJECT DELIVERABLES

The following table describes all physical documents that will be provided to the Customer in this engagement:

| Deliverable Name                | Project Phase | Description                                                                                                              |
|---------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Airnet Azure Foundations</b> | Design        | Overview of Airnet Azure Foundations schema and best practices guidance                                                  |
| <b>Clouddockit</b>              | Support       | Technical documentation of the Azure environment, including compete Visio diagrams, dependences, and billing information |
|                                 |               |                                                                                                                          |

## 6. PROJECT DURATION

The estimated project duration is 36 Months\*. The contract will auto-renew unless City of Alpharetta provides a written notice of non-renewal 60 days prior to contract renewal date.

SHI will work with City of Alpharetta to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to City of Alpharetta resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

*\*Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

## 7. PROJECT TEAM



Describe the resources SHI will use on this project.

SHI will provide the following resources for this engagement:

| Resource               | Role                                           | Involvement |
|------------------------|------------------------------------------------|-------------|
| <b>Level 1 Support</b> | Provide Level 1 triage to all support requests | Full Time   |
|                        |                                                |             |
|                        |                                                |             |

## 8. SUCCESS CRITERIA

Following is the list of milestones and the success criteria for each milestone:

| Milestone                                                           | Success Criteria                                                                                                                                                                                                            |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Milestone 3: Azure Security: Design, Strategy & Deployment          | Review Customer's security prerequisites and design and deploy Azure Security solutions and configurations to meet Customer's security prerequisites.                                                                       |
| Milestone 4: Palo Alto Appliance: Design, Strategy & Deployment     | Airnet will deploy 3 <sup>rd</sup> party firewall appliance in Customer's Azure environment and Customer personnel will configure 3 <sup>rd</sup> party firewall.                                                           |
| Milestone 5: Azure Network Strategy and VPN Deployment              | Airnet and Customer personnel will review network VPN strategy and Customer requirements. Customer personnel will configure VPN network(s).                                                                                 |
| Milestone 6: Resilient Identity: Strategy & Deployment              | Review Customer's requirements for Resilient Identity services. Airnet will work with Customer personnel to deploy and configure Resilient Identity services in Azure.                                                      |
| Milestone 7: AzureAD Seamless Single Sign On: Strategy & Deployment | Review Customer's requirements for Seamless Single Sign On services in Azure. Airnet will work with Customer personnel to deploy and configure Seamless Single Sign On services in Azure that meet Customer's requirements. |
| Milestone 8: AzureAD SAML: Strategy & Deployment                    | Review Customer's requirements for SAML services in Azure. Airnet will work with Customer personnel to deploy and configure SAML single sign on services in Azure that meet Customer's requirements.                        |
| Milestone 9: AzureAD Self Service Portal: Strategy & Deployment     | Deploy Self Service Portal in Customer's Azure tenant                                                                                                                                                                       |

| Milestone                                                                                   | Success Criteria                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Milestone 10: Azure Migration Tools: Strategy and Deployment                                | Airnet and Customer personnel will review migration strategy and deploy necessary migration tool(s). Airnet and Customer personnel will validate that migration tool(s) are gathering data.                                                        |
| Milestone 11: Azure Migration Plan: Servers, Applications, and Databases                    | Review migration tool data, finalize Azure resource sizing, create migration plan and schedule for in-scope Customer servers, databases, and applications.                                                                                         |
| Milestone 12: Azure Migration                                                               | Execute Azure migration plan for in-scope Customer servers, databases, and applications plan as defined by Milestone 11.                                                                                                                           |
| Milestone 13: Azure Monitoring: Log Analytics; SolarWinds: Strategy; Comparison; Deployment | Review and compare Log Analytics and SolarWinds for management and monitoring of connectivity, servers, applications, and databases in Azure. Airnet will assist Customer personnel to deploy and configure SolarWinds' Azure monitoring solution. |
| Milestone 14: Azure Backup Services: Strategy & Deployment                                  | Review Azure Backup services, requirements, and operational backup policies. Airnet and Customer personnel will create Azure Backup policies and deploy Azure Backup services to Customer's Azure resources.                                       |
| Milestone 15: Azure Governance: Strategy & Deployment                                       | Review access and governance strategy and create Azure Governance policies. Airnet and Customer personnel will deploy and validate create Azure Governance policies.                                                                               |
| Milestone 16: Azure Billing and Cost Management                                             | Review cost management strategies and review cost reporting functionality.                                                                                                                                                                         |
| Milestone 17: Knowledge Transfer                                                            | Provide documentation of Customer's Azure environment and Airnet Azure Foundations.                                                                                                                                                                |

## 9. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. To perform these tasks, SHI and Airnet will have access to City of Alpharetta's Azure environment that reside within Airnet's Cloud Solution Provider's tenant.
2. Deployment of City of Alpharetta's systems and operations into the Azure environment does not guarantee that intrusion, compromises or any other unauthorized activity will not occur.
3. City of Alpharetta is solely responsible for acting upon the events and alerts presented to City of Alpharetta's Azure environment.
4. SHI is not responsible for lost data. SHI recommends that City of Alpharetta perform a full working backup of their data prior to the commencement of services.

5. Please note that the time designated for knowledge transfer is throughout the engagement. City of Alpharetta is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
6. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI to determine availability.
7. SHI will not develop applications as a part of this Statement of Work.
8. City of Alpharetta will provide the necessary hardware to complete the engagement.
9. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from City of Alpharetta.
10. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
11. City of Alpharetta will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
12. City of Alpharetta will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
13. City of Alpharetta will provide the necessary workspace and network access to provide the above services.
14. City of Alpharetta will provide access to building(s) and room(s) as necessary to complete the services described above.
15. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of City of Alpharetta. All wiring, hardware, and software required to perform the above services are in working order.
16. City of Alpharetta will provide a technical point of contact during the time of this project.
17. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
18. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

#### **Owner / Contributor Access**

19. To complete onboarding and enable full support of City of Alpharetta's Azure environment, Airnet requires owner or contributor access.
20. Airnet support offerings require that the owner / contributor account be an "organizational account". If City of Alpharetta is unable or unwilling to provide an organizational account for owner / contributor, some support services may not be available, or limited in scope.



21. The owner / contributor account credentials will be stored within a secure password repository at Airnet and utilized by Airnet technicians during support, troubleshooting, deployment, and other similar activities.

## 10. CUSTOMER RESPONSIBILITIES

Both City of Alpharetta and SHI are responsible for the successful execution of this Project. City of Alpharetta agrees to the following assigned responsibilities:

- Prior to the start of this engagement, City of Alpharetta will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for City of Alpharetta in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between City of Alpharetta and SHI is made through the SHI project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI may request that meetings be scheduled with Technical Contacts.
- City of Alpharetta will inform SHI of any necessary access issues and security measures, and provide access to all necessary hardware and facilities as required.
- City of Alpharetta will provide, at no expense to SHI: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- City of Alpharetta is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- City of Alpharetta will provide SHI consultants with adequate remote access and connectivity such as Microsoft Teams, Cisco VPN, Nortel Contivity, etc., which will allow SHI consultants to independently access the Customer's network to perform the work described in this SOW. NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a

shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI consultants need to perform their work and therefore increase the cost associated with this SOW.

- City of Alpharetta agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

City of Alpharetta will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

| Resource              | Role                                              | Involvement |
|-----------------------|---------------------------------------------------|-------------|
| <b>Director of IT</b> | Provide overall guidance and escalation of issues | Full Time   |
|                       |                                                   |             |
|                       |                                                   |             |

## 11. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 10/7/2019.

SHI will bill City of Alpharetta for actual costs of each line item below on a Monthly basis. SHI reserves the right to True-up the Deposit of the CSP Azure Consumption Costs based on actual consumption every three months (90-day period).

| Program Component                                 | *Yearly Price      |
|---------------------------------------------------|--------------------|
| <b>Azure Consumption hosted within Airnet CSP</b> | \$29,830.92        |
| <b>SHI Project Management (5%)</b>                | \$1,491.55         |
| <b>**Total:</b>                                   | <b>\$31,322.47</b> |

\*Yearly Price – The prices listed are subject to change during the agreement period subject to Microsoft Pricing Policies.

\*\* Customer can request new Azure services using the Change Request Form found in Exhibit A in Section 23. SHI/Airnet will, before continuing with the work, present a written price adjustment with an explanation of additional costs, if any, to the Customer. Any such modifications in the project scope or costs must be approved in writing by Customer prior to commencement of deploying new services.

The following table describes the SOW project milestones. When these are completed and approved by City of Alpharetta, SHI will invoice the specified amount.

| MILESTONE    | %          | FEE                |
|--------------|------------|--------------------|
| Milestone 3  | 15         | \$1,350            |
| Milestone 4  | 20         | \$700              |
| Milestone 5  | 25         | \$700              |
| Milestone 6  | 30         | \$700              |
| Milestone 7  | 45         | \$700              |
| Milestone 8  | 50         | \$700              |
| Milestone 9  | 55         | \$700              |
| Milestone 10 | 60         | \$700              |
| Milestone 11 | 65         | \$700              |
| Milestone 12 | 70         | \$700              |
| Milestone 13 | 75         | \$600              |
| Milestone 14 | 80         | \$600              |
| Milestone 15 | 85         | \$600              |
| Milestone 16 | 90         | \$600              |
| Milestone 17 | 97         | \$600              |
| <b>Total</b> | <b>100</b> | <b>\$10,650.00</b> |

### 11.1. Billing Terms

SHI will inform City of Alpharetta when a milestone (see Payment Schedule above) has been completed. If City of Alpharetta is not satisfied the milestone conforms to the specifications as stated in the SOW, City of Alpharetta will notify SHI within fifteen (15) calendar days in writing or by email. City of Alpharetta will provide SHI with a reasonably detailed list of deficiencies in the delivered milestone. If City of Alpharetta fails to provide SHI with a detailed rejection notice, the milestone shall be deemed accepted and SHI will proceed with invoicing in accordance with the Payment Schedule.

All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order.

### 11.2. Digital Partner of Record (DPOR) and Partner Admin Link (PAL)

Potential fees, commission or compensation may be received from Microsoft, in connection with the products or services being procured.

## 12. TRAVEL

No travel is required for this engagement.

## 13. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the services agreement of SHI NASPO ValuPoint Cloud Solutions Contract #AR2488 ("Agreement") between Georgia Department of Administrative Services and SHI with an Effective Date of **<enter date here>**. This Agreement shall be considered an "SOW" for purposes of Terms and Conditions.

## 14. CONTACT INFORMATION

Please provide the following info:

| Project Point of Contact (Customer Contact) |                              |
|---------------------------------------------|------------------------------|
| Name:                                       | Randy Bundy                  |
| Email Address:                              | rbundy@alpharetta.ga.us      |
| Phone Number:                               | 678.297.6000                 |
| Send Invoices To:                           |                              |
| Name/Department:                            | Adam Montgomery              |
| Address:                                    | 2 Park Plaza                 |
| City, State, Zip:                           | Alpharetta, GA 30009         |
| Email Address:                              | amontgomery@aplharetta.ga.us |



|                                 |                                   |
|---------------------------------|-----------------------------------|
| Phone Number:                   | 678-297-8000                      |
| Can invoices be sent via email? | Yes X No <input type="checkbox"/> |

| Work Location     |                       |
|-------------------|-----------------------|
| Address:          | 2 Park Plaza          |
| City, State, Zip: | Alpharetta, GA, 30009 |

## 15. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

| City of Alpharetta | SHI International Corp |
|--------------------|------------------------|
| Signature:         | Signature:             |
| Print Name:        | Print Name:            |
| Title:             | Title                  |
| Date:              | Date:                  |

## 16. APPENDIX A – CHANGE REQUEST FORM

|                               |                                                           |
|-------------------------------|-----------------------------------------------------------|
| <b>Project Name:</b>          | Azure Services Proposal including Monthly Azure CSP Costs |
| <b>Customer Name:</b>         | SHI & City of Alpharetta                                  |
| <b>Change Request Number:</b> |                                                           |
| <b>Date:</b>                  |                                                           |
| <b>Submitted by:</b>          |                                                           |
| <b>Change Evaluator:</b>      |                                                           |

|                       |  |
|-----------------------|--|
| <b>CHANGE REQUEST</b> |  |
|                       |  |
| <b>IMPACT OF</b>      |  |
|                       |  |
| <b>PRIC</b>           |  |
|                       |  |
| <b>SIGNATURES</b>     |  |

|                                     |  |               |  |
|-------------------------------------|--|---------------|--|
| <b>Status: Accepted/Rejected</b>    |  | <b>Reason</b> |  |
| <b>Subcontractor Approval:</b>      |  | <b>Date:</b>  |  |
| <b>SHI Project Manager Approval</b> |  | <b>Date:</b>  |  |

## 17. APPENDIX B – IN-SCOPE RESOURCES

### In-Scope Customer Servers for Migration to Azure:

| Name    | Purpose                 | Host                           | Guest OS                                  | Team       | Location | Public IP |
|---------|-------------------------|--------------------------------|-------------------------------------------|------------|----------|-----------|
| ARTEMIS | web helpdesk            | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2008 R2 (64-bit) | Network    | Cloud    | Y         |
| CAGE    | Lansweeper              | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Network    | Cloud    |           |
| CASTOR  | AAD Connect             | epw-esxhost17.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Security   | Cloud    |           |
| CEREBRO | Spotlight               | epw-esxhost20.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | App and DB | Cloud    |           |
| COADUO  | DUO Functions           | epw-esxhost18.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Security   | Cloud    |           |
| IX      | Solarwinds DB           | epw-esxhost13.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Network    | Cloud    |           |
| KAN     | Solarwinds Web          | epw-esxhost17.alpharetta.ga.us | Microsoft Windows Server 2016 (64-bit)    | Network    | Cloud    |           |
| PAN     | Application file server | epw-esxhost19.alpharetta.ga.us | Microsoft Windows Server 2012 (64-bit)    | Datacenter | Cloud    |           |

### In-Scope Customer User Account:

Up to 515 User accounts

### In-Scope Customer Applications for SAML setup:

Wrike

NeoGov

### In-Scope Customer Operating System Versions for SSO:

Windows 7

Windows 10

### In-Scope Customer Internet Browser(s) for SSO:

Google Chrome

Internet Explorer v10

Firefox

**FIRST AMENDMENT TO PARTICIPATING ADDENDUM**

This First Amendment to the Participating Addendum, dated as of this 11th day of October, 2019, is entered into by and between the **SHI International Corporation ("SHI")** and **Georgia Department of Administrative Services ("DOAS")**.

WITNESSETH

WHEREAS, SHI and DOAS have previously entered into the Participating Addendum dated October 3, 2019 (the "PA"); and

WHEREAS, in consideration of adding Service Providers and Cloud Services to the PA, the Parties wish to amend Appendix A to the Participating Addendum,

WHEREAS, the Parties agree to add Airnet Group, Inc. to Appendix A for the benefit of the City of Alpharetta, Georgia,

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the premises, the mutual promises, covenants, and agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Amendment:** The PA is hereby amended to incorporate the terms and provisions of this Amendment. If any terms contained in the PA are in conflict with any terms or provisions of this Amendment, the terms and provisions of this Amendment shall control. All other capitalized terms used herein and not otherwise defined herein shall have the meanings set forth herein. Except as expressly amended herein, the terms and conditions of the PA shall continue in full force and effect.
2. Appendix A is amended and replaced with the attached.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed in their names and on their behalf under their seals by and through their duly authorized officers, as of the day and year first above written.

**SHI INTERNATIONAL CORPORATION**

By: Natalie Castagno  
Name: Natalie Castagno  
Title: Dir. Contracts & RFP's

**GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: Janet Pytelowski  
Name: Janet Pytelowski  
Title: Deputy State Purchasing Officer



## APPENDIX A

Airnet Group, Inc. approved solely for City of Alpharetta, Georgia

### Airnet Service Catalog

### (Bundled Solutions for IaaS and PaaS)

| SERVICE                                                              | DESCRIPTION                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Airnet Azure Foundations (AAF)</b>                                | Migrate to the cloud quickly and easily. Automate the setup of the Azure environments using a scalable, standardized and pre-architected framework, providing a ready-to-use, secure environment in a matter of minutes instead of months of analysis paralysis.                                                               |
| <b>App Migration Services</b>                                        | Migrate your applications to the cloud for enhanced performance and availability. Assessment of which applications are a good fit for the cloud and whether a public, private or hybrid deployment works best. Outline plan for steps needed to migrate applications to the new environment, test and verify expected results. |
| <b>App Modernization Services</b>                                    | Reduce the cost, risk and system dependencies of legacy applications. Assessment of legacy application portability and update of those legacy applications to emerging technologies and platforms such as ASP.NET, VB.NET or C# and databases such as MS SQL 2005 or MS SQL 2008.                                              |
| <b>Architecture Design &amp; Planning Services</b>                   | Add capacity, build redundancy or relocate applications. Design and architecture services for new infrastructure whether locally hosted, collocated and/or in the cloud.                                                                                                                                                       |
| <b>Azure / Hybrid Solutions Architecture</b>                         | Integrated planning and design of solutions for linking on-prem or remote data centers to Azure, including connectivity, authentication and migration.                                                                                                                                                                         |
| <b>Azure Consumption Billing Services</b>                            | Easily interpret and understand Azure consumption sources. Development of tagging methodology. Generation of custom reports segmented by customer business and technical requirements.                                                                                                                                         |
| <b>Azure Governance Services</b>                                     | Manage, monitor and audit Azure resources, access and costs with preventative and proactive policies. Identification of applicable resource groups and tags, recommended Role Based Access Controls to structure subscriptions, and setup of policies and reporting to help easily monitor activity.                           |
| <b>Azure Log Analytics / OMS Deployment</b>                          | Evaluation of threat vectors and performance indicators around Azure or on-prem infrastructure. Design and deployment of support dashboards.                                                                                                                                                                                   |
| <b>Azure Managed Services</b>                                        | Our bundled managed services allow you to select what works best for your team and the business you serve, from intermediate level to advanced level operational support.                                                                                                                                                      |
| <b>Azure Monitoring Services / Setup</b>                             | Resolve network performance issues quickly with actionable information. Testing and monitoring connectivity, protocols, bandwidth and overall performance to improve the health, stability, security and capacity of your network infrastructure.                                                                              |
| <b>Azure Optimization Services</b>                                   | Scale efficiently and eliminate waste within your Azure environment. Continuous improvement and right-sizing of VMs, testing and validating for performance goals and resource control to optimize server costs.                                                                                                               |
| <b>Azure Threat Protection Deployment</b>                            | Security evaluation and implementation of Azure Threat Protection for Azure AD, O365, virtual machines and on-prem infrastructure.                                                                                                                                                                                             |
| <b>Azure Training / Knowledge Transfer Services</b>                  | Learn Azure best practices for IaaS, PaaS, Networking, Identity, and Governance.                                                                                                                                                                                                                                               |
| <b>Backup Services</b>                                               | Replace unreliable processes and lower TCO with cloud backup. Design and implementation of a reliable, secure and cost-competitive incremental snapshot backup process using tools such as Veeam, Azure Backup or Commvault.                                                                                                   |
| <b>Business Analysis Services (Datacenter)</b>                       | In-depth assessment of existing compute and application infrastructure. Gauge and report TCO for options comparing Azure and/or on-prem deployments.                                                                                                                                                                           |
| <b>Business Outcomes as a Service (BOaaS)</b>                        | Provide custom hosting of product lines working directly with the customer including engineering, design, support, customized billing and management.                                                                                                                                                                          |
| <b>Consulting Services (Staff Augmentation - Onsite and Virtual)</b> | Manage operational expenses by hiring temporary supplemental staff for short-term and project-based roles. Level 1, 2 and 3 staff augmentation available.                                                                                                                                                                      |
| <b>Containerization Services</b>                                     | More easily manage application development and deployment in the cloud. Design and implementation of containerization solutions including Kubernetes and Docker.                                                                                                                                                               |

## APPENDIX A

|                                                                   |                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cost Optimization Services</b>                                 | Improve datacenter infrastructure efficiency. Performance analysis of your infrastructure identifying underutilized resources, diagnosing bottlenecks, calculating maximum load and providing recommendations on maximizing resources to meet organizational goals.                                                     |
| <b>Data and Analytics Services</b>                                | Data optimization, scripting and reporting for MS SQL, MySQL, CosmosDB, and Azure DataLake environments.                                                                                                                                                                                                                |
| <b>Database Hosting Managed Services</b>                          | Increase the speed and reliability of applications. Database management, maintenance and support to ensure datasets are available, scalable, secure and patched. We support, SAP HANA, Microsoft SQL, MySQL, Progress, PostgreSQL databases.                                                                            |
| <b>Disaster Recovery Services</b>                                 | Design an environment prepared for the unexpected. Using Azure Site Recovery, VMware VDP or Veeam, we will establish, execute and support your business continuity strategy, targeting your RTO and RPO goals.                                                                                                          |
| <b>Help Desk Service Level 1 Services</b>                         | Basic support, troubleshooting, ticket routing and escalation services.                                                                                                                                                                                                                                                 |
| <b>Help Desk Service Level 2 Services</b>                         | Operational system administrator support for Windows and Linux servers, Active Directory, networking, storage, deployment and break/fix services.                                                                                                                                                                       |
| <b>Help Desk Service Level 3 Services</b>                         | Architectural design and resource deployment and advanced break/fix services.                                                                                                                                                                                                                                           |
| <b>Identity Services (Accounts and Access)</b>                    | Secure access to and prevent breaches of organization assets. Development and implementation of governance and access management policies and procedures, including implementation of SSO, MFA and password management.                                                                                                 |
| <b>Infrastructure Assessment</b>                                  | Test network capability and prioritize areas for upgrades. Evaluation of the performance, configuration and capacity of your infrastructure. Recommended options and paths to improve performance and maximize business value.                                                                                          |
| <b>Infrastructure Services/ Server Deployment Services / IaaS</b> | Templated deployment of Azure virtual machines, configuration of Windows and Linux operating systems, data migration, server storage and network integration, and patch management.                                                                                                                                     |
| <b>IT Project Management Services</b>                             | Increase the timeliness and quality of complex IT projects with professional project management services.                                                                                                                                                                                                               |
| <b>Managed Anti-Virus</b>                                         | Deployment and configuration of anti-virus and/or anti-malware resources to endpoints, proactive monitoring and scanning against known and emerging viruses and malware.                                                                                                                                                |
| <b>Managed Security Services</b>                                  | Managed security provides visibility into your environment, and helps you identify the remediation steps required to minimize exposure. You get an intrusion detection system that includes security monitoring and threat analysis from certified security experts to help you detect threats and harden your systems. |
| <b>M365/O365 Migration, Licensing and Managed Services</b>        | Migrate to Office 365 or Microsoft 365 and experience best-in-class productivity, advanced security, and device management capabilities to help safeguard your operations. Airnet can migrate, license and manage complex modern workplace systems for you.                                                             |
| <b>Migration Services</b>                                         | Reduce space requirements, energy consumption and staffing needs by updating to modern platforms with the scalability, flexibility and security to support your business. Migration of your applications, data and/or infrastructure for relocation or consolidation to a data center, the cloud or a hybrid platform.  |
| <b>Network Deployment Services</b>                                | Discovery, design and deployment services for Azure networking components including ExpressRoute, Cisco, Juniper, Palo Alto, firewalls, etc                                                                                                                                                                             |
| <b>Networking Design and Management Services</b>                  | Integrate networks across carriers, locations, and environments while improving performance and reducing downtime. <u>(Some services under this category may not apply to all agencies or entities. Please check with your SHI or Airnet representative.)</u>                                                           |
| <b>Platform Assessment Services</b>                               | Comprehensive evaluation of current business objectives, architecture and resource configuration, Dev/ Ops practices, to assist in strategic planning for adoption of cloud services and migration to the cloud.                                                                                                        |
| <b>Platform Migration Services</b>                                | Resource inventory assessment and analysis to determine optimal configurations. Migration of resources to Azure.                                                                                                                                                                                                        |
| <b>Platform Modernization Services</b>                            | Assessment of legacy applications, current platform resources and operational workflows with recommended modernization strategies. Execute deployment of new platform environment.                                                                                                                                      |
| <b>Power BI (Business Analytics) Deployment</b>                   | Make forward-thinking decisions based on your own data. Configuration and deployment of Power BI, training stakeholders on key features and handling the technical aspects, so that your team can focus on how to use the data.                                                                                         |

## APPENDIX A

|                                                        |                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Assessment &amp; Consultation Services</b> | Mitigate the risk and probability of IT security threats. Evaluation and identification of vulnerabilities of network devices, operating systems, desktop applications, web applications, databases, etc. Recommendations for governance policies and procedures to reduce potential for cyber-attacks and minimize breach impact. |
| <b>Storage Availability Services</b>                   | Ensure your data is accessible anywhere, anytime, for any purpose. Embrace the near limitless scalability, availability and security of Azure storage for file backup, disaster recovery, application availability, and to meet long term compliance needs.                                                                        |
| <b>Strategic Planning (ASAT + Tools) Services</b>      | Identify goals and build a roadmap to achieve them. Assessment of your IT infrastructure, risks and cost of ownership. Development of tiered budgeting options to direct your organization toward your organizations vision for the future.                                                                                        |
| <b>Virtual Desktop Deployment (VDI +)</b>              | Modernize desktops to save hardware, software and support expenses while improving security, mobility, productivity and user experience with virtual desktop infrastructure (VDI). Assessment and deployment of VDI with VMware Horizon or Citrix XenDesktop.                                                                      |

## **PARTICIPATING ADDENDUM**

Between

SHI International Corporation  
(hereinafter "Contractor")

And

Georgia Department of Administrative Services  
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**  
**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2488

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### **1. SCOPE**

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2488. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value-Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

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Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Participating State may amend Appendix A to add or remove Service Providers as necessary. Amendment of Appendix A must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers, subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.



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### 2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0002 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. JE  
-NC

### 3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### 4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

#### Contractor

|            |                                       |
|------------|---------------------------------------|
| Name:      | Joe Raney                             |
| Address:   | 290 Davidson Ave., Somerset, NJ 08873 |
| Telephone: | 678-557-4714                          |
| Fax:       | 732-868-6055                          |
| Email:     | Joe_Raney@SHI.com                     |

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### Participating State:

|            |                                                                        |
|------------|------------------------------------------------------------------------|
| Name:      | Beverly Alexander                                                      |
| Address:   | 200 Piedmont Avenue, SE<br>Suite 1308, West Tower<br>Atlanta, GA 30334 |
| Telephone: | 404-656-5345                                                           |
| Email:     | Beverly.alexander@doas.ga.gov                                          |

## 5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any "Educational Discount Price", offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the

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Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities are located.

### **6. NO THIRD PARTY BENEFICIARIES**

Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third party beneficiary to this Addendum.

### **7. ORDER OF PRECEDENCE**

- (i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached, A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
- (ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
- (iii) The Solicitation;
- (iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
- (v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum.

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor. Contractor shall insure that contracts or agreements with subcontractors, agents, partners, and/or resellers, and the performance of services in relation to this Participating Addendum by the same, do not conflict with this Participating Addendum.

### **8. CHANGES IN CONTRACTOR REPRESENTATION**

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.

### **9. AMENDMENTS**

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will

## **PARTICIPATING ADDENDUM**

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not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

### **10. SUB-CONTRACTORS, PARTNERS, RESELLERS**

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing. Any contractual agreement resulting from this Participating Addendum shall specify that the Contractor is solely responsible for ensuring fulfillment of all requirements of the Master Agreement, this Participating Addendum, and any Service Level Agreements or other customer agreements.

### **11. RESELLER APPROVAL**

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:

- (i) Sales and Use Tax Form – Populated with Reseller information
- (ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
- (iii) E-Verify Form



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- (iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

## **12. PURCHASING PROCESS**

### **(i) Statement of Need**

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

- a. Current State
- b. Desired Scope
- c. Business Requirements

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- d. Technical Requirements
  - e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

### **(ii) Proposal**

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. At a minimum, the Proposal will include the following:

- a. Price
- b. Scope – Statement of Work
- c. Conditions, SLAs, Obligations
- d. Additional Terms and Conditions
- e. Timeframe
- f. Exit Process and Cost

### **(iii) Orders**

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Any order placed by an Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0002 and the Master Agreement Number: AR2488 on all purchase orders issued to Contractor. 

Orders will be placed by a Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at [http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting\\_With\\_DOAS.pdf](http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf) as well as any subsequent revisions to such memo.

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Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at [http://www.audits.ga.gov/NALGAD/section\\_3\\_affidavits.html](http://www.audits.ga.gov/NALGAD/section_3_affidavits.html)

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than \$100,000 in the first year or orders involving FISMA (Federal Information Security Management Act) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statutes, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

- a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
- b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments

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shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

- c. **Payment.** Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.
- d. **Travel Expenses.** Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: <https://sao.georgia.gov/state-travel-policy>.
- e. **Responsibility for Taxes:** The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.
- f. **Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.



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### **13. PROFESSIONAL/TECHNICAL (P/T) SERVICES**

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

### **14. OWNERSHIP IN INTELLECTUAL PROPERTY**

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

### **15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS**

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

- a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory

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work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

- a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

- a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 16 of this Participating Addendum.

## **16. TERMINATION OF PARTICIPATING ADDENDUM**

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

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- 
- a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - c. The Contractor fails to comply with confidentiality laws or provisions.

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Master Agreement and this Participating Addendum.

Survival: The following provisions shall survive termination or expiration of the Participating Addendum: Section 17 (Indemnification), Section 19 (Security and Data Protection), Section 23 (Arbitration, Indemnification, Damages, Warranties), and Section 24 (Security and Data Protection).

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of a service level agreement and whose performance and payment time frames extend beyond the duration of this Participating Addendum and/or the Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of this Participating Addendum and/or the Master Agreement, the terms and conditions in this Participating Addendum and the Master Agreement, as well as the terms and conditions of any written service level agreements or purchasing orders, will remain in effect through the time frame in the written agreement, or until the written agreement is terminated. No new leases, maintenance, or other agreements for services may be executed after the Master Agreement has expired or after this

**PARTICIPATING ADDENDUM**

Between

SHI International Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

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Participating Addendum has expired or been terminated. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements shall not be considered "new."

**17. INDEMNIFICATION**

## **PARTICIPATING ADDENDUM**

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- (i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five million dollars (\$5,000,000) per purchase by a Purchasing Entity, whichever is greater, except to the extent resulting from Contractor's recklessness, bad faith, or intentional misconduct.
- b. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.
- d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.



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Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

- (ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrary herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

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### 18. Section 31 of the Master Agreement is amended to include the following provision:

**Service Provider Disclaimers of Warranties Invalid.** Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

**Warranty of Security:** Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data occurs.

**Indemnification (Breach of Warranty of Security):** The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

### 19. SECURITY AND DATA PROTECTION. The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 18 Service Organization Control ("SOC") 1 or 2, International Organization for Standardization ("ISO")

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27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ('Contractor Audit Report'), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

(ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

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Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

- (iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.
- (iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at <https://gta.georgia.gov/psg/>.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

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Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum, or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

- (v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.



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### **20. PUBLIC RECORDS**

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

### **21. STANDARD INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

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The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

|                                          |            |
|------------------------------------------|------------|
| Bodily injury by accident - per employee | \$100,000; |
| Bodily injury by disease - per employee  | \$100,000; |
| Bodily injury by disease – policy limit  | \$500,000. |
- 2) Commercial General Liability Policy with the following minimum coverage:

|                                                                                             |             |
|---------------------------------------------------------------------------------------------|-------------|
| Policy shall include bodily, property damage and broad form contractual liability coverage. |             |
| Each Occurrence Limit                                                                       | \$1,000,000 |
| Personal & Advertising Injury Limit                                                         | \$1,000,000 |
| General Aggregate Limit                                                                     | \$2,000,000 |
| Products/Completed Ops. Aggregate Limit                                                     | \$2,000,000 |
- 3) Automobile Liability

|                                                                                                                                |             |
|--------------------------------------------------------------------------------------------------------------------------------|-------------|
| Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract |             |
| Combined Single Limit                                                                                                          | \$1,000,000 |
- 4) Errors and Omissions Limit \$2,000,000
- 5) Commercial Umbrella Limit \$2,000,000.

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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0002. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

*Handwritten initials: "MC" and "JG" with a checkmark.*

### **22. INDIVIDUAL CUSTOMER**

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any

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indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

### **23. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

### **24. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM**

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

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The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

### **25. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION**

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing Entities wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

- (i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:



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| <i>DOAS' Fiscal Quarters</i> | <i>Months</i>                                            | <i>Contractor's Quarterly Sales Report Due Date</i> | <i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i> |
|------------------------------|----------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------|
| <i>Quarter 1</i>             | <i>July 1<sup>st</sup> – September 30<sup>th</sup></i>   | <i><u>October 20<sup>th</sup></u></i>               | <i><u>November 15<sup>th</sup></u></i>                                       |
| <i>Quarter 2</i>             | <i>October 1<sup>st</sup> – December 31<sup>st</sup></i> | <i><u>January 20<sup>th</sup></u></i>               | <i><u>February 15<sup>th</sup></u></i>                                       |
| <i>Quarter 3</i>             | <i>January 1<sup>st</sup> – March 31<sup>st</sup></i>    | <i><u>April 20<sup>th</sup></u></i>                 | <i><u>May 15<sup>th</sup></u></i>                                            |
| <i>Quarter 4</i>             | <i>April 1<sup>st</sup> – June 30<sup>th</sup></i>       | <i><u>July 20<sup>th</sup></u></i>                  | <i><u>August 15<sup>th</sup></u></i>                                         |
|                              |                                                          |                                                     | <b>30 DAYS FOLLOWING<br/>TERMINATION OF SWC</b>                              |

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

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- (ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours upon written notice. In the event of a need to apply an audit review, the State will work with SHI regarding applicable time frames. Audit shall be limited to records in connection with DOAS only. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. DOAS shall deliver a copy of its Audit findings to Contractor and Contractor shall have reasonable opportunity to review and dispute such findings. Evidence of criminal conduct will be turned over to the proper authorities.

In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all non-disputed Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- (iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise

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collection and reporting requirements in conjunction with implementation of an on-line procurement system.

- (iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$(\text{Administrative Fee Amount Due}) \times (18\%) = X$

$X / 365 \text{ (366 for leap years)} = Y$

$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

## 26. QUARTERLY BUSINESS REVIEW MEETINGS

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The Contractor must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

### **27. COMPLIANCE WITH THE LAW**

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

### **28. CERTIFICATION REGARDING SALES AND USE TAX**

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The

## **PARTICIPATING ADDENDUM**

Between

SHI International Corporation  
(hereinafter "Contractor")

And

Georgia Department of Administrative Services  
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint  
Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2488

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Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

### **29. DRUG-FREE WORKPLACE**

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or



## **PARTICIPATING ADDENDUM**

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- 
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

### **30. ASSIGNMENT**

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

### **31. AMENDMENT**

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

### **32. AGREEMENT**

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2488, at prices equal to or lower than the prices on the contract.

**PARTICIPATING ADDENDUM**

Between

SHI International Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2488

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                                                                                   |                                                                                                    |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Contractor:<br>SHI International Corp.                                                            | Participating Entity:<br>Georgia Department of Administrative Services                             |
| Signature:<br> | Signature:<br> |
| Name:<br>Natalie Castagno                                                                         | Name:<br>Lisa Eason                                                                                |
| Title:<br>Director of Contracts & RFPs                                                            | Title:<br>Deputy Commissioner, State Purchasing Division                                           |
| Date:<br>10/2/19                                                                                  | Date:<br>10-3-19                                                                                   |

# CITY OF ALPHARETTA

## AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Alpharetta  
GEORGIA • USA

By executing this affidavit, the undersigned contractor verifies its 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:

138882

Jul 24, 2008

Federal Work Authorization (E-Verify) User Identification Number (Note: 6 to 8 Digit Code)

Date Of Authorization

SHI International Corp.

Name Of Contractor

Microsoft Azure Services

Name Of Project

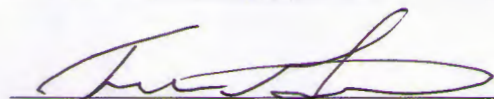
This form represents the State of Georgia provided affidavit formatted with the City of Alpharetta logo. Other affidavit forms are acceptable as long as the same information is provided.

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

Executed On: September 26, 2019

in City: Canton

State GA



Signature Of Authorized Officer Or Agent

Trevor Golden

Account Executive

Printed Name Of Authorized Officer Or Agent

Printed Title Of Authorized Officer Or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

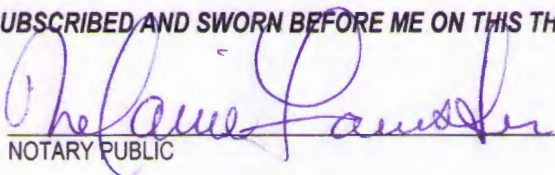
26

DAY OF

September

, 20

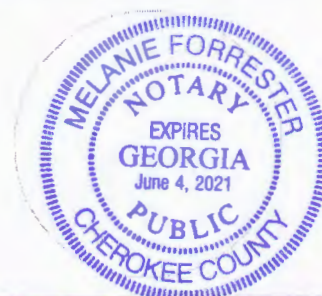
19



NOTARY PUBLIC

06/04/21

My Commission Expires On





# City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: RECORDS STORAGE AND SHREDDING SERVICES (ITB 20-002)

## II. RECOMMENDATION:

Please award ITB 20-002 to GRM Information Management Services of Atlanta, LLC. for the City's records storage and shredding services contract for a term of (5) five years 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: APPROXIMATELY \$22,500 ANNUALLY -  
ALLOCATED IN THE GENERAL FUND DISPERSED THROUGHOUT  
MULTIPLE DEPARTMENTS

APPROPRIATIONS:

| ACCOUNT TITLE/NUMBER                                        | DOLLAR AMOUNT |
|-------------------------------------------------------------|---------------|
| Multiple Departments Maintenance Contract Accounts (523860) | \$22,500.00   |

EXTERNAL FUNDING SOURCES:

| ACCOUNT TITLE/NUMBER | DOLLAR AMOUNT |
|----------------------|---------------|
| N/A                  | \$0.00        |

## IV. REPORT IN BRIEF:

The award of this bid is for a (5) five year contract for the City's records storage and shredding services. These services include; new box transfers, box retrievals, box returns, and document destruction of obsolete records. Additionally, both on-site and off-site shredding services, as well as supplies such as new cardboard boxes, tracking sheets, and bar code labels are included for all City departments. In FY 2019 the City spent \$20,398 for these services. The money is allocated in the general fund dispersed amongst each department in their maintenance contracts accounts. The attached cost sheet includes the amount of services requested in FY 2019. This number was used in order to receive the most accurate cost estimate for annual services.

Currently the City has about 3,700 boxes of records in storage. These records are stored according to their retention schedule determined by the Georgia Archives, University System of Georgia. These boxes include items such as accident reports, blueprints and plans, official meeting minutes, and court dispositions.

Our current contract is with GRM Information Management Services of Atlanta. The contract is due to expire in January 2020. In late August we advertised for bids with a deadline of September 12, 2019. We received one bid, which was from our current vendor, GRM. Members of our Finance Department Staff tried reaching out to two other vendors who are top competitors of GRM in order to ask why they did not submit a bid. We did not receive a response from either vendor.

Staff is currently satisfied with the services provided by GRM. They provide next day pick-up and delivery of inventory, as well as a certificate of destruction for the purging of records. Each City Department's Records Officer utilizes their website and their customer service is always exceptional.

Staff is recommending that Mayor and Council award a (5) five year contract to GRM Information Management Services of Atlanta, LLC. for the City's records storage and shredding services.

**V. ALTERNATIVES:**

**VI. ATTACHMENTS:**

ITB 20-002 Records Storage and Shredding Services , GRM Cost Sheet, Scope of Service GRM



**CITY OF ALPHARETTA  
INVITATION TO BID (ITB)  
(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](mailto:purchasing@alpharetta.ga.us)

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|                             |                                        |
|-----------------------------|----------------------------------------|
| ITB TITLE:                  | RECORDS STORAGE AND SHREDDING SERVICES |
| ITB #:                      | 20-002                                 |
| ITB RESPONSE DUE DATE/TIME: | SEPTEMBER 12, 2019 AT 10:00AM          |
| ITB ISSUE DATE:             | AUGUST 22, 2019                        |
| NUMBER OF PAGES:            | 40                                     |

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**SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS**

|                           |                                                                                                                    |
|---------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>PROCUREMENT AGENT:</b> | <u>Stephanie Cochran</u>                                                                                           |
| City of Alpharetta        | Phone: 678-297-6052 FAX: 678-297-6093                                                                              |
| Finance Department        | Email: <a href="mailto:purchasing@alpharetta.ga.us">purchasing@alpharetta.ga.us</a>                                |
| 2 Park Plaza              | Procurement Website: <a href="https://www.ebidexchange.com/alpharetta">https://www.ebidexchange.com/alpharetta</a> |
| Alpharetta, GA 30009      |                                                                                                                    |

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**INSTRUCTIONS TO SUBMIT A BID:**

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. BID RESPONSE 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; **ONE** PAPER COPY OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. PUBLIC BID OPENING AT 2 PARK PLAZA, ALPHARETTA, GA, CONFERENCE ROOM #240

**RETURN SEALED BID TO:**

CITY OF ALPHARETTA  
FINANCE DEPARTMENT  
CITY HALL 1ST FLOOR CASHIER'S OFFICE  
2 PARK PLAZA  
ALPHARETTA, GA 30009  
ATTN: STEPHANIE COCHRAN

**EXTERIOR OF BIDDER'S SEALED ENVELOPE/PACKAGE MUST NOTE:**

Bidder's Name and Address  
ITB Title & Number as noted on top of this page  
ITB 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 Bid, the authorized signer and represented firm have read, understand, and agree to information within this Invitation to Bid and with required and informational documents, files, and/or forms posted to webpage for this ITB and made part of this ITB and any contract that may be awarded as a result of response to this ITB. Furthermore, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, 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 Bidder's Bid is accepted, Bidder will contract with the City in full conformance with the Contract Documents.

|                                     |       |
|-------------------------------------|-------|
| FIRM/BIDDER NAME:                   | _____ |
| FIRM/BIDDER MAILING ADDRESS:        | _____ |
| FIRM/BIDDER PHONE NUMBER(S):        | _____ |
| FIRM/BIDDER FAX NUMBER(S):          | _____ |
| EMAIL ADDRESS FOR BIDDER'S CONTACT: | _____ |
| AUTHORIZED BIDDER SIGNATURE:        | _____ |
| PRINTED NAME OF SIGNER:             | _____ |
| BIDDER FEDERAL I.D. NUMBER:         | _____ |
| BIDDER DUNS NUMBER:                 | _____ |

## 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. ITB Issue Date .....August 22, 2019
2. Deadline for Receipt of Written Questions ..... September 3, 2019 by 4:00PM
  - 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 ..... September 6, 2019 by 3:00PM
  - 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. ITB Response (Bid) Due Date/Time ..... September 12, 2019 by 10:00AM
  - 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

Bidder is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Bid left prior to opening time, left after closing times, or left with someone other than 1<sup>st</sup> floor Customer Service or Finance Procurement Team will be at Bidder's risk.

It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated location by the designated ITB Response (Bid) 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 Bidder at the expense of the Bidder 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 (City) is seeking a qualified company to provide records storage services. Services to include; New Box Transfers, Box Retrievals, Box Returns, and Document Destruction of obsolete records. Both on-site and off-site shredding services are required for all City departments. The qualified company must also provide a supply ordering system to the City for supply items such as new cardboard boxes, tracking sheets, and bar code labels. Appendix D of this document contains a current inventory listing of all box sizes used for all City departments.

### 2.2 Organization of Bid

Each Bid 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 Bid and all Copies must be submitted in a sealed envelope/package.

1. **Cover Page** – Bidder's authorized official to complete, sign, and return with bid response;
2. **Section 2.3, Specifications and Section 2.4, Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Bidder Qualification and Requirements** – include all requested documents and information;
4. **Section 4, Cost Submission/Schedule of Items Form with Bid Price Certification;**
5. **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;
6. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
7. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.

### 2.3 Specifications

The Contractor awarded this bid shall be responsible for the initial pick-up and transfer of approximately 3,700 cartons of records of different sizes (see Appendix D for current inventory) of City records to Contractor's storage facility from the City's current storage Contractor. These numbers are estimates and are for information and tabulation purposes only; no warranty or guarantee of quantities needed is given or implied.

The Contractor will, if applicable, provide all equipment, materials, labor and transportation that may be necessary to pick-up and deliver all existing City records from the City's current Contractor's storage facility. The current City Contractor's storage facility is located in Lithia Springs, Georgia

**2.3.1 Security** Contractor shall be responsible, at its sole expense, for providing any and all precautions necessary to ensure the security and safety of the City's records, when transferring the City's records to Contractor's storage facility, while in storage at the Contractor's facility, when redelivering requested records to the City during the retrieval process, and when picking up those retrieved boxes to be returned to storage.

**2.3.2 Contractor's Storage Facility** must meet all of the State of Georgia and local building and zoning regulations. The storage facility will be air-conditioned, will have a security alarm system, will have fire sprinklers and will also have fire extinguishers placed and marked in accordance with Fire Department regulations throughout the facility. Contractor should also have regular (once a month) pest control services in the records storage area. Also, the storage of City boxes will start at no less than 2 feet from the floor. The Contractor must plan to have enough space at their storage

facility to accommodate the projected City's needs during the course of this contract, while still providing the same services under the same conditions.

**2.3.3 On Site Visit** the City reserves the right to make an on-site visit to the Contractor(s) the City deems as eligible for the final contract award. The on-site visit will be by qualified City Personnel to make sure the Contractor can perform up to the requirements listed in this RFB. If the proposed site is deemed unacceptable or the vendor is deemed unable to meet the bid specifications by the City, the bid submittal may be deemed non-responsible. The City also reserves the right to visit the Contractor's storage facility after the contract award, without prior notice to the Contractor.

**2.3.4 Facility Access** Contractor shall ensure limited access to City records by Contractor's personnel and protect City records from theft, unauthorized reproduction or distribution, loss or damage.

**2.3.5 Transport of City Documents** All City documents must be transported in closed, preferably air-conditioned vehicles.

**2.3.6 Ordering and Delivery Times** the City of Alpharetta Records Center (City Hall) and all departments not located in City Hall's normal operating hours are from 8:30 am to 4:30 PM Monday through Friday. The City will have, at the minimum, until 4 pm on any business day to process orders through the Contractor and the Contractor will, when applicable, deliver/retrieve to the City its records by 3:30 pm the following business day. Over 90% of the orders requested from the City will be the standard next day retrieval/return type.

**2.3.7 New Box Transfer, Box Retrieval and Box Return Services** Contractor will provide new box transfer, box retrieval and box return services of City records from all City departments for storage. Pickup services may be on an as needed, weekly or bi-monthly service. Contractor shall not pick up any records that have not been authorized by the City's Records Manager or designee. Requests for new box transfer/retrievals and return services will be processed online, by telephone, email or fax. The City's Records Manager or designee will coordinate all City requests for records from the Contractor and the delivery of such records to the requesting departments by the Contractor. Contractor will not accept any requests for records retrieval from any other person except the City's Records Manager or designee. Request requirements may vary with regard to quantity of records and deadlines. The Contractor will provide with each box retrieval/return to the City a packing slip/delivery ticket. The packing slip/delivery ticket will detail the account number, work order number, number of boxes retrieved/returned, box number(s) delivered, pick up location, date and time.

**2.3.8 Inventory Reports** Contractor will be responsible for maintaining a current inventory of all City records stored at Contractor's facility and will provide the City's Records Manager with a monthly inventory report, including a current inventory list, new box input report and a monthly transaction report. Contractor will be required to work with the City's Records Manager or designee in developing an inventory report, which will best serve the City's needs. Bidders are required to provide a sample of their inventory reports with their bid.

**2.3.9 Destruction Services** Contractor will provide records destruction services at Contractor's facility upon receipt of written permission from the City's Records Manager. The City's Records Manager will coordinate all records destruction activities with Contractor. No records shall be destroyed without prior written approval. The City's Records Manager will provide all appropriate documentation for City Departmental approvals and forward all approvals to the Contractor in order to proceed with records destruction. The Contractor must provide the City with a signed Destruction Certificate detailing the amount of records destroyed with Department name and the date of destruction when destruction is complete (monthly invoice). Contractor will also provide as a part of their bid submittal, a detailed description of the proposed records destruction method that will be

for the City's records (recycle, shred, etc.). The successful Contractor's method of destruction is subject to modification and approval by the City.

**2.3.11 Online Access** the Contractor will be required to have online access that would enable the City's Records Manager and his/her designee access to check on the availability of records in storage and facilitate records requests, if needed. Contractor shall provide the City's Records Manager and his/her designee with training in how to access this information. If there is a charge for this training, Contractor shall indicate that cost in the Proposal Page. Also, the Contractor should have the capability to scan and email the requested records when available.

**2.3.12 End of Contract** Transfer of documents at the end of the contract – Should the City decide to transfer the documents to another Contractor, the current Contractor will be required to retrieve from its facility, at a minimum, 1000 City record boxes per pickup, three (3) pickups per week. The current Contractor would place these City records on its loading dock for the new Contractor to pick up. The three (3) weekly pickups will continue until all City boxes have been removed from the current Contractors facility. The current Contractor will be required to place the City boxes on pallets, have the boxes shrink wrapped and also produce a manifest indexing each box on each pallet. The new Contractor will be required to supply the pallets, at no charge for the transfer of the documents. The current Contractor will not charge the City any “exit fees” at the end of the contract.

### **2.3.9 Services Requested**

#### **Off-site Records Storage Services –**

- Records Storage –3,700 boxes (Current Inventory)
- New Box Transfers – 400 per year
- Box Retrievals – 200 per year
- Box Returns – 200 per year
- Pickup/Delivery – 55 trips per year

#### **Document Destruction Services -**

- Recycle/Shred – 200 boxes per year

#### **Supply Items –**

- Storage boxes – 1,000 (1.2 cubic sq. ft.)
- Storage boxes – 1,000 (2.4 cubic sq. ft.)
- Pre-printed barcode labels – 2,000

**2.3.10 On-Site Shredding** Bidder shall conduct on-site shredding at the Public Safety Headquarters (monthly or as required) The City of Alpharetta is unable to quantify the amount of material to be shred each time. Bidder shall include a price for additional on-site shredding. Bidder is required to include cost of transportation to each location. The City of Alpharetta does not pay fuel surcharges. Bidder shall provide any and all necessary personnel and/or equipment to complete the required services at each location. All service representatives conducting on-site shredding must be in standard uniform with a company photo ID.

**2.3.11 Off-Site Shredding** Bidder shall provide secure consoles for the collection of non-sensitive records. All consoles shall be able to be securely locked. A key shall be provided to open each console. Consoles shall be a thirty-two (32), sixty-four (64), or ninety-five (95) gallon capacity. Consoles shall be delivered and picked up at various locations. The City of Alpharetta may require that multiple deliveries and pick-ups of consoles occur to fulfill all shred requirements. The City of Alpharetta does not pay fuel surcharges. Off-site shredding must be done at the Bidder's facility. No third-party options will be considered. A certificate of destruction shall be provided for each load that is shred.



Current shred bins and their location:

| Department            | Location                                  | Bin Size                           | Pick-Up Frequency | On-Site / Off Site Shredding |
|-----------------------|-------------------------------------------|------------------------------------|-------------------|------------------------------|
| City Administration   | 2 Park Plaza, 3 <sup>rd</sup> Floor       | 32 Gallon Executive Console        | Monthly           | Off-Site Shredding           |
| Finance               | 2 Park Plaza, 1st Floor                   | 32 Gallon Executive Console        | Monthly           | Off-Site Shredding           |
| Finance               | 2 Park Plaza, 2 <sup>nd</sup> Floor       | 32 Gallon Executive Console        | Monthly           | Off-Site Shredding           |
| Records Center        | 2 Park Plaza, 2 <sup>nd</sup> Floor       | 64 Gallon Bin                      | Monthly           | Off-Site Shredding           |
| Courts                | 12624 Broadwell Rd, 2 <sup>nd</sup> Floor | 32 Gallon Executive Console        | Monthly           | Off-Site Shredding           |
| Public Safety         | 2565 Old Milton Pkwy                      | 95 Gallon Bin                      | As Needed         | On-Site Shredding            |
| Public Safety         | 2565 Old Milton Pkwy                      | 64 Gallon Bin                      | As Needed         | On-Site Shredding            |
| Public Safety (CID)   | 2565 Old Milton Pkwy                      | (2) - 32 Gallon Executive Consoles | As Needed         | On-Site Shredding            |
| Community Development | 2 Park Plaza, Ground Floor                | 64 Gallon Bin                      | Monthly           | Off-Site Shredding           |

## 2.4 [section not used]

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## 2.5 Contract Term

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The Contract is for a term of **(5) five** 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.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's Bid cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

## 2.6 Subcontractor Reporting

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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.

## **2.7 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: BIDDER QUALIFICATIONS**

### **3.1 City's Authority and Right to Investigate**

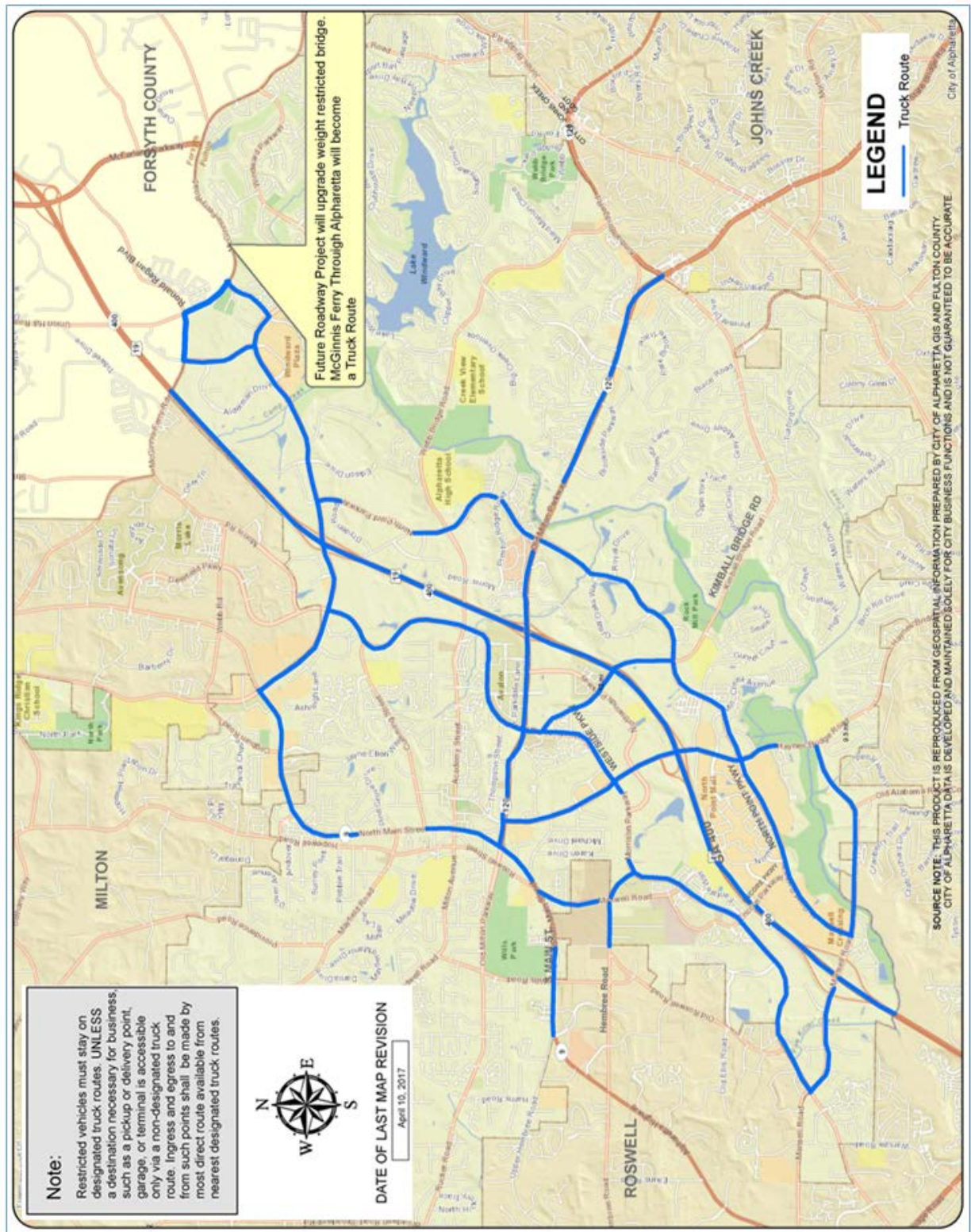
This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. The City may also elect to contingently accept one or more Bids so that in the case of the default of the Successful Bidder, the City will accept the Contingent Bid.

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

### **3.2 Bidder Informational Requirements**

In determining the capabilities of a Bidder to perform the services specified herein, the following informational requirements must be met by the Bidder. 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 ITB.

Each bid shall provide the following information:

**APPENDIX E: ALLOWED TRUCK ROUTE MAP**Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>



**Off-site Records Storage Services**

|                                                   | Unit Cost | Total Cost                                   |
|---------------------------------------------------|-----------|----------------------------------------------|
| Records Storage – 3,700 boxes (Current Inventory) | .18/cft.  | \$13,359.00 <sup>Based on 6,184.8 cft.</sup> |
| New Box Transfers – 400 per year                  | 1.50      | 600.00                                       |
| Box Retrievals – 200 per year                     | 2.00      | 400.00                                       |
| Box Returns – 200 per year                        | 2.00      | 400.00                                       |
| Pickup/Delivery – 55 trips per year (Regular)     | 29.00     | 1,595.00                                     |
| Pickup/Delivery – 10 trips per year (RUSH)        | 39.00     | 390.00                                       |

**Document Destruction Services**

|                              |      |          |
|------------------------------|------|----------|
| Recycle – 200 boxes per year | N/A  | N/A      |
| Shred – 200 boxes per year   | 2.00 | \$400.00 |

**Supply Items**

|                                           |      |         |
|-------------------------------------------|------|---------|
| Storage boxes – 1,000 (1.2 cubic sq. ft.) | 2.12 | 2120.00 |
| Storage boxes – 1,000 (2.4 cubic sq. ft.) | 2.64 | 2640.00 |
| Pre-printed barcode labels – 2,000        | 0    | 0       |

**95 Gallon Bin Cost**

|                 |                     |       |
|-----------------|---------------------|-------|
| 95 Gallon Bin   |                     | 30.00 |
| Pick-Up Charge  |                     | 15.00 |
| Once A Month    |                     | 45.00 |
| Every Two Weeks | (INCLUDES BIN COST) | 90.00 |

**64 Gallon Bin**

|                 |                     |       |
|-----------------|---------------------|-------|
| 64 Gallon Bin   |                     | 25.00 |
| Pick-Up Charge  |                     | 10.00 |
| Once A Month    |                     | 35.00 |
| Every Two Weeks | (INCLUDES BIN COST) | 70.00 |

**Executive Console**

|                   |                     |       |
|-------------------|---------------------|-------|
| Executive Console |                     | 20.00 |
| Pick-Up Charge    |                     | 5.00  |
| Once A Month      |                     | 25.00 |
| Every Two Weeks   | (INCLUDES BIN COST) | 50.00 |

**Other Costs: (ONSITE)**

|                                            |  |        |
|--------------------------------------------|--|--------|
| 95 Gallon Bin                              |  | 80.50  |
| Pick-up Charge                             |  | 25.00  |
| Once A Month (INCLUDES BIN COST)           |  | 105.50 |
| 64 Gallon Bin                              |  | 75.50  |
| Pick-up Charge                             |  | 20.00  |
| Once A Month (INCLUDES BIN COST)           |  | 95.50  |
| 32 Gal.- Executive Console                 |  | 35.50  |
| Once A Month (INCLUDES BIN COST & PICK-UP) |  | 35.50  |



## SECTION 2- Scope of Project

GRM will continue to provide a team of experts to work with the City in maintaining their secured documents and shredding services. GRM is the incumbent vendor and has successfully serviced The City of Alpharetta for over 10 years.

### 2.3.1 Security

#### Hours of Operation

Hours of Operation and Access: 8:30am to 5:00pm, Monday through Friday; access at other times is possible with 3-hours advance notice.

#### Security and Fire Prevention

GRM facilities feature extensive security that includes:

- 24-hour video surveillance cameras that continuously monitor facility perimeters and all entrances and exits.
- Secure keypad entry system with very limited distribution of entry code.
- Storage floors and storage areas accessible only to authorized GRM personnel.
- Temperature and humidity-controlled vaults.
- Motion detectors that capture all activity inside each vault.
- Secure loading docks inaccessible to the public.
- Retrieval and release of documents only to personnel authorized by the account depositor.
- Records centers constructed of non-combustible materials.
- Fully functional sprinkler and pre-action smoke detection systems conforming to local building and fire codes.
- Regular safety and security audits.

Additionally, all GRM facilities prevent public access to loading docks. Visitors are required to wear badges, sign a non-disclosure agreement and be in the company of authorized GRM personnel throughout their visit.



## 2.3.2 Contractor's Storage Facility

**Records Center Location:  
850 Maxham Road Lithia Springs, GA 30122**



Lithia Springs: 70,000 square foot records center



GRM

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### 2.3.3-4 On Site Visit/Facility Access

GRM encourages all clients to visit the facility. Our business hours are 8:30am-5:00pm, Monday-Friday. All visitors are required to wear badges, sign a non-disclosure agreement and be in the company of authorized GRM personnel throughout their visit.



## 2.3.5-6 Transport of City Documents/Ordering and Delivery Times

By applying state-of-the-art inventory control software, GRM meets the highest standards of accuracy and control within a system that is extremely flexible, customizable and easy to use. These qualities translate into cost reductions, improved efficiencies, greater productivity, added convenience and a quick responsiveness to each client's specialized needs.

Through GRM applications and services such as Digital Dispatch and Scan-On-Request, timely pickups, deliveries and other requests are quickly, reliably expedited, including rapid response in the case of emergencies.

Our Digital Dispatch application is updated in real time every 60 seconds and monitored by our Dispatch Group to ensure on-time performance.

Containers and individual files are available 24 hours, 7 days a week and are delivered same day, next, day, or within a 3-hour rush timeframe, as needed. All deliveries and pick-ups are performed with GRM company-owned and operated vehicles, except when you wish to engage your own driver and vehicle or delivery service.

Your entire offsite stored inventory is managed and accessed remotely through GRM's convenient, easy-to-use eAccess web portal, which is provided FREE OF CHARGE to all GRM customers.

With eAccess, you are able to:

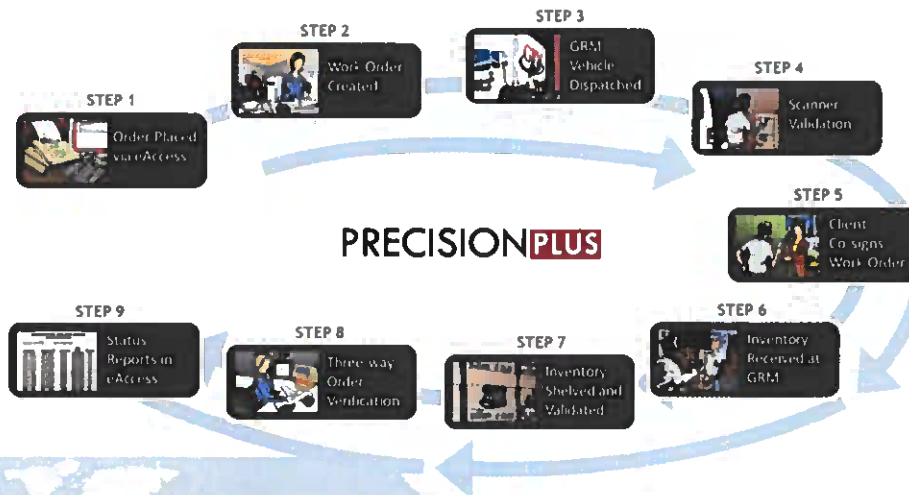
- Request deliveries and pick-ups.
- Request Supplies.
- Request daily, weekly or monthly rotation service.
- Check status of delivery/ pick up request

### PRECISIONPLUS

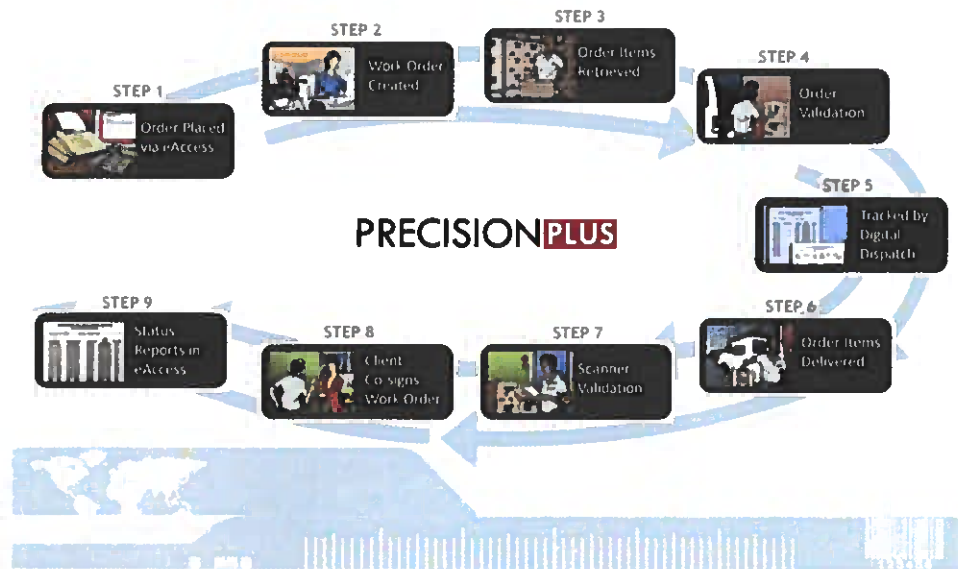


Strict adherence to GRM's PrecisionPLUS work-flow process ensures 100% accuracy and accountability of our clients' critical and vital business information.

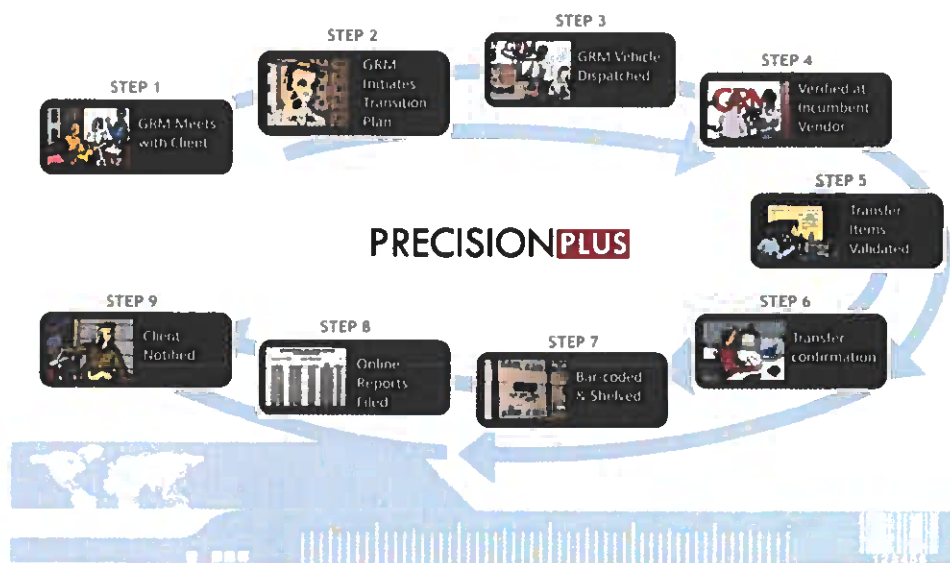
### PICK UP PROCESS



### DELIVERY PROCESS



### TRANSFER PROCESS







## 2.3.7 New Box Transfer, Box Retrieval and Box Return Services

Additional management/retrieval services include:

- Retrieved "out" containers are returned to shelf locations within 24 hours and wanded for automatic update (no filling out of transmittal forms needed).
- Database information is sorted into any format you request to produce, customized reports.
- A complete set of inventory and activity reports are available at the end of each year free of charge.

## 2.3.8 Inventory Reports

With eAccess, you are able to:

- Departmental Inventory Reports.
- Container/File status (in, out perm out, destroyed) reports.
- Generate a variety of management and activity reports.
- Perform customized searches and sorts.
- Generate monthly invoice reports

## Section 2.3.8 Inventory Reports

### Sample Inventory Current as of 9/5/19

| Level 1  | Level 2  | Level 3 | Account Name                        | Box Description           | Unit Volume | Quantity IN | Quantity OUT | Total Quantity | Total CR |
|----------|----------|---------|-------------------------------------|---------------------------|-------------|-------------|--------------|----------------|----------|
| 07130151 | CITYHALL |         | Alpharetta City Hall                | Blueprint 2.0 Cuft        | 2           | 2           | 0            | 2              | 4        |
| 07130151 | CITYHALL |         | Alpharetta City Hall                | Letter Transfile 2.4 Cuft | 2.4         | 39          | 2            | 41             | 98.4     |
| 07130151 | CITYHALL |         | Alpharetta City Hall                | STANDARD BOX              | 1.2         | 105         | 1            | 106            | 127.2    |
| 07130151 | CITYHALL | ADMIN   | City Clerk Administration           | Letter Transfile 2.4 Cuft | 2.4         | 5           | 0            | 5              | 12       |
| 07130151 | CITYHALL | ADMIN   | City Clerk Administration           | STANDARD BOX              | 1.2         | 16          | 0            | 16             | 19.2     |
| 07130151 | CITYHALL | SHRED   | City Of Alpha - City Hall Shred     | Executive Console         | 0           | 0           | 1            | 1              | 0        |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Blueprint 2.0 Cuft        | 2           | 883         | 5            | 888            | 1,776.00 |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Blueprint 8x8             | 2           | 3           | 0            | 3              | 6        |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Blueprint Bag 1.2 cuft    | 1.2         | 2           | 0            | 2              | 2.4      |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Check Box 30" 1.0 Cuft    | 1           | 1           | 0            | 1              | 1        |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Fulfillment 4.0           | 4           | 25          | 1            | 26             | 104      |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Fulfillment 5.0           | 5           | 3           | 0            | 3              | 15       |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Legal Transfile 3.6 Cuft  | 3.6         | 11          | 0            | 11             | 39.6     |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Letter Transfile 2.4 Cuft | 2.4         | 53          | 0            | 53             | 127.2    |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Letter Trans 2.0 Cuft     | 2           | 8           | 0            | 8              | 16       |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | Odd Box Size 4.0          | 4           | 92          | 1            | 93             | 372      |
| 07130151 | COMMDEVL |         | Alpharetta Community Development    | STANDARD BOX              | 1.2         | 344         | 1            | 345            | 414      |
| 07130151 | COMMDEVL | SHRED   | Alpharetta Community Develop Shred  | 64 Gallon Shred Bin       | 0           | 0           | 1            | 1              | 0        |
| 07130151 | CRABCOVE |         | Alpharetta Crabapple Court House    | STANDARD BOX              | 1.2         | 493         | 27           | 520            | 624      |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Blueprint 2.0 Cuft        | 2           | 17          | 0            | 17             | 34       |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Blueprint Bag 1.2 cuft    | 1.2         | 1           | 0            | 1              | 1.2      |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Fulfillment 4.0           | 4           | 2           | 0            | 2              | 8        |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Legal Transfile 3.6 Cuft  | 3.6         | 85          | 0            | 85             | 306      |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Letter Transfile 2.4 Cuft | 2.4         | 191         | 0            | 191            | 458.4    |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Odd Box Size 4.0          | 4           | 6           | 0            | 6              | 24       |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Odd Box Size 6.0          | 6           | 3           | 0            | 3              | 18       |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | OVERSIZE BOX 1.0 CUFT     | 1           | 1           | 0            | 1              | 1        |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | Oversized Box 7.2 Cuft    | 7.2         | 1           | 0            | 1              | 7.2      |
| 07130151 | ENGPUBW  |         | Alpharetta Engineering/Public Works | STANDARD BOX              | 1.2         | 74          | 1            | 75             | 90       |
| 07130151 | FINDEPT  |         | Alpharetta Finance Department       | Blueprint 2.0 Cuft        | 2           | 1           | 0            | 1              | 2        |
| 07130151 | FINDEPT  |         | Alpharetta Finance Department       | Legal Transfile 3.6 Cuft  | 3.6         | 3           | 0            | 3              | 10.8     |
| 07130151 | FINDEPT  |         | Alpharetta Finance Department       | Letter Transfile 2.4 Cuft | 2.4         | 3           | 0            | 3              | 7.2      |
| 07130151 | FINDEPT  |         | Alpharetta Finance Department       | Odd Box Size 4.0          | 4           | 3           | 0            | 3              | 12       |
| 07130151 | FINDEPT  |         | Alpharetta Finance Department       | STANDARD BOX              | 1.2         | 665         | 1            | 666            | 799.2    |
| 07130151 | FINDEPT  | SHRED   | Finance Department - Shred          | Executive Console         | 0           | 0           | 1            | 1              | 0        |
| 07130151 | HRD(PHQ) |         | Alpharetta Fire Department HQ       | STANDARD BOX              | 1.2         | 84          | 0            | 84             | 100.8    |
| 07130151 | HR       |         | Alpharetta Human Resources          | Letter Transfile 2.4 Cuft | 2.4         | 1           | 0            | 1              | 2.4      |
| 07130151 | HR       |         | Alpharetta Human Resources          | STANDARD BOX              | 1.2         | 121         | 5            | 126            | 151.2    |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | Blueprint 2.0 Cuft        | 2           | 1           | 0            | 1              | 2        |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | Blueprint Bag 1.2 cuft    | 1.2         | 1           | 0            | 1              | 1.2      |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | Fulfillment 1.0 Cuft      | 1           | 5           | 0            | 5              | 5        |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | Legal Transfile 3.6 Cuft  | 3.6         | 2           | 0            | 2              | 7.2      |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | Letter Transfile 2.4 Cuft | 2.4         | 12          | 1            | 13             | 31.2     |
| 07130151 | POLDEPT  |         | Alpharetta Police Department        | STANDARD BOX              | 1.2         | 282         | 2            | 284            | 340.8    |
| 07130151 | RECORDS  |         | Alpharetta Records Management       | STANDARD BOX              | 1.2         | 2           | 0            | 2              | 2.4      |
| 07130151 | RECORDS  |         | Alpharetta Records Management       | Vault Box 3.6 Cuft        | 3.6         | 1           | 0            | 1              | 3.6      |
|          |          |         |                                     |                           |             |             |              | 3704           | 6184.8   |

### Sample Detailed Inventory Report

| GRM #      | Client #  | Account Number | Account                       | Perm | Status | Status Date | Add Date  | Destroy Date | UDF 1 | User Fields | PROJECT                                        |
|------------|-----------|----------------|-------------------------------|------|--------|-------------|-----------|--------------|-------|-------------|------------------------------------------------|
| 3000243882 | 436104036 | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/23/2014   | 1/1/2009  |              |       |             |                                                |
| 3000243895 | 436104039 | FINDEPT        | Alpharetta Finance Department | No   | In     | 8/1/2015    | 1/1/2009  |              |       |             |                                                |
| 3000243903 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/22/2014   | 1/1/2009  |              |       |             |                                                |
| 3000243906 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/22/2014   | 1/1/2009  |              |       |             |                                                |
| 3000243906 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/22/2014   | 1/1/2009  |              |       |             |                                                |
| 3000243907 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/22/2014   | 1/1/2009  |              |       |             |                                                |
| 3000245509 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/23/2014   | 12/9/2009 |              |       |             |                                                |
| 3000245505 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 5/23/2014   | 12/9/2009 |              |       |             |                                                |
| 3000245509 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 7/1/2018     |       |             | Credit Cards FY11 July 10-August 10            |
| 3000245511 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 7/1/2018     |       |             | Credit Cards FY 11 April 11-May 11             |
| 3000245513 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 7/1/2018     |       |             | Credit Cards FY11 Sept 11-Nov 11               |
| 3000245627 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/24/2011   | 12/9/2009 |              |       |             |                                                |
| 3000245629 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2015    |       |             | FY08 Accruals/Revolvers                        |
| 3000245630 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             | FY11 Business Licenses                         |
|            |           |                |                               |      |        |             |           |              |       |             | FY10 Journal Entries                           |
|            |           |                |                               |      |        |             |           |              |       |             | Business Licenses                              |
|            |           |                |                               |      |        |             |           |              |       |             | FY09 Year-End Releaser                         |
|            |           |                |                               |      |        |             |           |              |       |             | FY07 Year-End Releaser                         |
| 3000245631 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             | FY11 Journal Entries                           |
| 3000245632 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             | FY11 Journal Entries                           |
| 3000245633 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             | FY11 Journal Entries                           |
| 3000245634 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             | FY11 Journal Entries                           |
|            |           |                |                               |      |        |             |           |              |       |             | FY11 Journal Entries                           |
|            |           |                |                               |      |        |             |           |              |       |             | A/R Month End Reconciliation for FY11 and FY10 |
| 3000245635 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2016    |       |             |                                                |
|            |           |                |                               |      |        |             |           |              |       |             | FY11 Budget Amendments                         |
|            |           |                |                               |      |        |             |           |              |       |             | FY08 Grant Award Agreements                    |
|            |           |                |                               |      |        |             |           |              |       |             | FY05 Closed Grants                             |
|            |           |                |                               |      |        |             |           |              |       |             | Completed Grants                               |
|            |           |                |                               |      |        |             |           |              |       |             | FY11 and FY10                                  |
|            |           |                |                               |      |        |             |           |              |       |             | Pooled Investment FY11                         |
|            |           |                |                               |      |        |             |           |              |       |             | Pension FY10                                   |
|            |           |                |                               |      |        |             |           |              |       |             | Bond IV 04/06-04/07                            |
| 3000245636 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/2/2012    | 3/2/2012  | 6/30/2018    |       |             | FY08 Defined Benefit Plan                      |
|            |           |                |                               |      |        |             |           |              |       |             | Street 2005 Census Survey                      |
|            |           |                |                               |      |        |             |           |              |       |             | FY08 Pension Plan State                        |
|            |           |                |                               |      |        |             |           |              |       |             | Wachovia Pooled Investment FY03                |
| 3000245645 |           | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/12/2015   | 3/13/2015 |              |       |             |                                                |
| 3000253886 | 403056644 | FINDEPT        | Alpharetta Finance Department | No   | In     | 3/24/2011   | 4/30/2009 | 10/15/2016   |       | 1512        |                                                |
| 3000253736 | 436104011 | FINDEPT        | Alpharetta Finance Department | No   | In     | 4/30/2009   | 4/30/2009 | 7/11/2011    |       | 1512        |                                                |



## 2.3.9 Destruction Services

### Offsite: Bins

GRM's Certified Destruction Specialist (CDS) exchanges locked security containers with empty locked security containers.

GRM CDS loads locked security containers into secure GRM vehicle and containers are brought back to shredding facility where the containers are loaded onto a mobile shredder.

GRM's locked vehicles pull directly into GRM's loading docks. The locked security containers are unloaded and placed in line for shredding. Security containers are never unloaded outside.

Once unlocked, confidential materials are emptied on to an input conveyor, which feeds into the industrial shredder.

Shredded documents are then set up a conveyor, where they are compressed into 2,000 lb. bales of non-readable recyclable paper, shredded at 3/8" jagged.

Bales of shredded documents are then transported in a locked container to paper mill to be pulped and then processed into recycled paper products.

The shredding process is viewed and monitored by the Shred Operator.

Upon completion of the destruction process a Certificate of Destruction is issued as a part of your invoice.

### Onsite: Bins

Same service is provided as stated in the offsite process except the contents of the bins are shredded via a mobile shredder at the client's location.

Shredded documents are then set up a conveyor, where they are compressed into 2,000 lb. bales of non-readable recyclable paper shredded at 3/8" jagged.

Same service is provided as stated in the offsite process except the bins are locked to a mobile shredder at the client's location.

The shredding process is viewed and monitored by the Shred Operator.

Upon completion of the destruction process a Certificate of Destruction is issued as a part of your invoice.



# GRM

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## 2.3.11 Online Access

GRM offers our clients our online portal, eAccess. Your entire offsite stored inventory is managed and can be accessed remotely 24 hours/7 days a week, which is provided FREE OF CHARGE to all GRM customers.

A complete set of inventory and activity reports are available at the end of each year free of charge.



# City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Amanda Musilli

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: EVENT LIGHTING & SEASONAL DÉCOR (RFP # 20-111)

## II. RECOMMENDATION:

Please award RFP 20-111 to Universal Concepts for a 5-year service contract to provide comprehensive event lighting and seasonal decor 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: APPROXIMATELY \$95,000  
ANNUALLY (BASED ON UNIT PRICING)

APPROPRIATIONS:

| ACCOUNT TITLE/NUMBER                    | DOLLAR AMOUNT |
|-----------------------------------------|---------------|
| Professional Services / 10061900-521200 | \$95,000.00   |

EXTERNAL FUNDING SOURCES:

| ACCOUNT TITLE/NUMBER | DOLLAR AMOUNT |
|----------------------|---------------|
| N/A                  | \$0.00        |

## IV. REPORT IN BRIEF:

The award of this Request-for-Proposals (RFP) is for comprehensive overhead event lighting and seasonal decor services. Responsibilities under the contract include full service overhead event lighting installation and removal for the City's Wire & Wood and Season of Celebration events, as well as design consultation, installation, removal, storage and maintenance for Memorial Day and winter decor. The awarded vendor shall manage supervision of contractors and sub-contractors, and act as the key contact for the City. It is further expected that the awarded vendor demonstrate a continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly with the City and our other contractors to provide quality seamless customer service.

The targeted events for overhead lighting include: Wire & Wood (2-day event); and the Season of Celebration (1-day event). Staff recognizes that event details change (e.g. # of days, new events, etc.) and requests flexibility to adjust the awarded contract offerings based on mutual agreement between the selected firm and the City.

The targeted dates for seasonal decor include Memorial Weekend and the Winter holiday season (Mid-November through Mid-January). The awarded vendor shall manage design consultation with City staff, installation, removal, storage and maintenance of the city-owned décor, as well as newly purchased strands of lights.

During the off-season, the vendor will store all city-owned décor items in a secure, climate controlled storage facility. The selected vendor will work directly and closely with city staff on consultation, design, and timeline. The selected vendor will work directly and closely with the City's on-call electrical services vendor for installation.

The current overhead event lighting and seasonal decor contract expired September 10, 2019.

Anticipating expiration of the existing overhead event lighting and seasonal decor contract, an RFQ was prepared by a Committee including representatives from Recreation, Parks and Cultural Services and Finance. RFQ 20-1001 was issued on July 11, 2019 with proposals received on August 8, 2019.

The City received a total of two (2) responses which were submitted to the Evaluation Committee for review and ranking.



The Evaluation Committee met on August 20, 2019 to tabulate the overall scores. Each proposal was evaluated based on the following criteria: firm experience, references/sample projects, and overall impression of company and response to the RFQ. Neither firm qualified for the Alpharetta Local Vendor Preference. The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):

- Universal Concepts: 4.53
- Illuminating Design: 3.82

Both firms were shortlisted to move onto the 2<sup>nd</sup> phase of the evaluation.

Following the RFQ process, an RFP was prepared by a Committee including representatives from Recreation, Parks and Cultural Services and Finance. RFP 20-111 was advertised in August 2019, issued on September 6, 2019, with proposals due on September 20, 2019 by 10 AM.

The Evaluation Committee met on September 26, 2019 to tabulate the overall scores. Based on having qualified firms, the proposals were evaluated on method of providing services and costs.. The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):

Universal Concepts: 4.75  
Illuminating Design 4.38

The high scoring firm, Universal Concepts, is our current event lighting and seasonal decor service provider. Staff has found them to be knowledgeable, responsive, and focused on delivering an excellent product. From a cost perspective, Universal Concepts provided the lowest cost proposal based on itemized décor items for future ease of budgeting.

With these factors in mind, staff recommends award of RFP 20-111 to Universal Concepts.

#### **V. ALTERNATIVES:**

#### **VI. ATTACHMENTS:**

RFP 20-111 Event Lighting and Seasonal Decor, RFP 20-111 Scoresheet, RFQ 20-1001 Event Lighting Seasonal Decor\_Final, RFQ 20-1001 Scoresheet, Universal Concepts, Universal Concepts\_CITY OF ALPHARETTA RFQ#20-1001

**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](mailto:purchasing@alpharetta.ga.us)

|                                    |                                          |
|------------------------------------|------------------------------------------|
| <b>RFP TITLE:</b>                  | <b>20-111</b>                            |
| <b>RFP #:</b>                      | <b>EVENT LIGHTING AND SEASONAL DECOR</b> |
| <b>RFP RESPONSE DUE DATE/TIME:</b> | <b>SEPTEMBER 20, 2019 10:00 AM</b>       |
| <b>RFP ISSUE DATE:</b>             | <b>SEPTEMBER 6, 2019</b>                 |
| <b>NUMBER OF PAGES:</b>            | <b>7</b>                                 |

**SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS**

**PROCUREMENT AGENT:** Abigail (Abby) Shipp  
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093  
Finance Department Email: [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)  
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>  
Alpharetta, GA 30009

**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 COPY 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: ABIGAIL SHIPP

**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

- RFP Issue Date ..... Friday, September 6, 2019
- Deadline for Receipt of Written Questions ..... Friday, September 13, 2019 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
- Deadline for Posting of Written Answers ..... Monday, September 16, 2019 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
- RFP Response (Proposal) Due Date/Time ..... Friday, September 20, 2019 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 1<sup>st</sup> 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

Step 1 of this procurement process was RFQ 20-1001. All information provided by the City and all responses received based on RFQ 20-1001 remain part of this process and any subsequent contract. The shortlist of Offerors developed from the RFQ process are invited to respond to this RFP.

### 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, Project Specific Requirements** include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Method of Providing Services**– include all requested information;
4. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

### 2.3 Project Specific Requirements

#### Event Lighting

1. Wire and Wood is a Friday-Saturday singer/songwriter event in October, featuring over (20) artists performing on (7) outdoor stages. The event hours are 5 PM - 10 PM on both days. The event draws an estimated 15,000 people. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation is on Friday over a closed street; Deinstallation is at the close of the event on Saturday night, starting at approximately 11:30 PM.
2. Season of Celebration is an annual community event, celebrating the holiday season with tree lightings, snow falling, visits from Santa, children's activities, live music, and charitable donations. Typically, it occurs on the first Friday of December from 5 PM – 9 PM. The day and date are subject to change each year. The estimated attendance is 5,000 – 6,000. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation will be over a closed street at approximately 6 AM on Friday; Deinstallation is at the close of the event on Friday night, starting at approximately 10 PM.

Seasonal Décor includes, but is not limited to, design consultation with City staff, installation, deinstallation, storage, and maintenance of the following items:

**1. Memorial Day Event****City-Owned Décor**

- (10) small patriotic bunting swags to be hung on City Hall (3) business days prior to the event and removed (3) calendar days after the event

**2. Holiday Season****City-Owned Décor**

- (1) 22 ft Tree of Lights with a star for the Town Green, at City Center
- (95) garland sprays to be mounted to 8 ft poles
- (15) 3D five point stars
- (150) hanging (proto) stars in the live trees in Brooke Street Park at City Hall
- (24) small hanging wreaths on gas light poles around City Hall
- (12) life sized nutcrackers (with additional nutcrackers to be added in the future)
- (4) deluxe Garland swags for City Hall's front and back doors and railing
- (1) 30 ft (approx.) deluxe garland swags with (8) bows for the gazebo in pocket park at Milton Ave park

In addition to the City-owned décor, the vendor will provide and install new LED C7 and M5 Mini-Lights on (1) 50 – 55 ft live Norway Spruce in the pocket park on Highway 9 and Milton Ave, (1) 45 ft live Spruce at the Brooke Street Park at City Hall, (50 - 75) live trees, and (10 – 15) live shrubs throughout the downtown area. Map of trees to be provided by City staff.

There is periphery lighting on City Hall year round. The lights are in (3) tiers on all (4) sides of the building. Plus, there are (2) triangle features. With access to the roof, it is the vendor's responsibility to test, maintain, replace any non-functioning lights as necessary. The vendor will install (1) of the city-owned 3D five point stars in the center dome at City Hall, which is accessible from the building's rooftop.

Additional specifications:

- During the off season, the vendor will store all city-owned seasonal décor items in a secure, climate controlled storage facility. All décor must be clearly marked as the City of Alpharetta.
- The selected vendor will work directly and closely with City staff on consultation, design, and timeline. Timeline to be outlined in advance of deadline date.
- The selected vendor will work directly and closely with our contracted on-call electrical services vendor for installations.

## **SECTION 3: METHOD OF PROVIDING SERVICES**

### **3.1 Method of Providing Services**

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. Include a description of the secure, climate controlled storage facility, including photos of the facility. Photos should be included in an appendix and do not count towards the page limit.



Describe how your firm would handle:

- 1) transferring our existing equipment from its current location to the new facility,
- 2) preparing our equipment for storage,
- 3) preparation of equipment for installation,
- 4) protecting the live trees and shrubs from damage, and
- 5) describe any extra care to be taken to protect the Norway Spruce.

## 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.

Installation, deinstallation, and climate controlled storage of each of the following:

|                                                 |    |
|-------------------------------------------------|----|
| (1) overhead light swag over closed roadway     | \$ |
| (1) small patriotic bunting swag                | \$ |
| (1) 22 ft Tree of Lights                        | \$ |
| (1) garland spray on 8 ft pole                  | \$ |
| (1) 3D five point star                          | \$ |
| (1) hanging (proto) star on live tree           | \$ |
| (1) small hanging wreath on gas light pole      | \$ |
| (1) life sized nutcracker                       | \$ |
| (1) deluxe swag for City Hall entrances         | \$ |
| (1) deluxe swag with (8) bows for gazebo        | \$ |
| (1) 3D five point star in City Hall center dome | \$ |
|                                                 |    |

Provide and install new LED C7 and M5 minilights for each of the following:

|                                           |    |
|-------------------------------------------|----|
| Norway Spruce at Highway 9 and Milton Ave | \$ |
| (1) 35 ft live tree at Brooke Street Park | \$ |
| (1) live tree in City Center area         | \$ |
| (1) live shrub in City Center area        | \$ |
|                                           |    |

|                                               |    |
|-----------------------------------------------|----|
| Design and consultation services, hourly rate | \$ |
|-----------------------------------------------|----|

**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 one hundred twenty (120) 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 \_\_\_\_\_

## 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:

|                              |             |
|------------------------------|-------------|
| Method of Providing Services | 50          |
| Cost                         | 50          |
| <b>Phase I Total</b>         | <b>100%</b> |

### **Phase II**

In the event of a close evaluation, the City may elect to invite short-listed firms to an interview and further evaluation.

|                       |             |
|-----------------------|-------------|
| Interview             | 100%        |
| <b>Phase II Total</b> | <b>100%</b> |

**RFP Evaluation / Scoring Sheet (Detail)**  
**Event Lighting & Seasonal Décor**  
**RFP # 20-111**

| <b>OFFERORS</b> | <b>Universal<br/>Concepts</b> | <b>Illuminating<br/>Design Inc</b> |
|-----------------|-------------------------------|------------------------------------|
|-----------------|-------------------------------|------------------------------------|

**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.

| <b>CRITERIA</b>                              |             |             |
|----------------------------------------------|-------------|-------------|
| Method of Providing Services (50%)           | 2.25        | 2.13        |
| Costs                                        | 2.50        | 2.23        |
| <b>Total Proposal Score, including Costs</b> | <b>4.75</b> | <b>4.36</b> |

**CITY OF ALPHARETTA**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**(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](mailto:purchasing@alpharetta.ga.us)

|                             |                                   |         |
|-----------------------------|-----------------------------------|---------|
| RFQ TITLE:                  | EVENT LIGHTING AND SEASONAL DECOR |         |
| RFQ #:                      | 20-1001                           |         |
| RFQ RESPONSE DUE DATE/TIME: | AUGUST 8, 2019                    | 2:00 PM |
| RFQ ISSUE DATE:             | JULY 11, 2019                     |         |
| NUMBER OF PAGES:            | 34                                |         |

**SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS**

|                           |                                                                                                                    |
|---------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>PROCUREMENT AGENT:</b> | <b>ABIGAIL (ABBY) SHIPP</b>                                                                                        |
| City of Alpharetta        | Phone: 678-297-6052 FAX: 678-297-6093                                                                              |
| Finance Department        | Email: <a href="mailto:purchasing@alpharetta.ga.us">purchasing@alpharetta.ga.us</a>                                |
| 2 Park Plaza              | Procurement Website: <a href="https://www.ebidexchange.com/alpharetta">https://www.ebidexchange.com/alpharetta</a> |
| Alpharetta, GA 30009      |                                                                                                                    |

**INSTRUCTIONS TO SUBMIT A STATEMENT OF QUALIFICATION (SOQ):**

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. SOQ RESPONSE 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 COPY OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR RFQ RESPONSES

**RETURN SEALED SOQ TO:**

CITY OF ALPHARETTA  
FINANCE DEPARTMENT  
CITY HALL 1ST FLOOR CASHIER'S OFFICE  
2 PARK PLAZA  
ALPHARETTA, GA 30009  
ATTN: ABIGAIL SHIPP

**EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:**

Offeror's Name and Address  
RFQ Title & Number as noted on top of this page  
RFQ 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 an SOQ, the authorized signer and represented firm have read, understand, and agree to information within this Request for Qualifications and with required and informational documents, files, and/or forms posted to webpage for this RFQ and made part of this RFQ and any contract that may be awarded as a result of response to this RFQ. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFQ, 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 SOQ 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. RFQ Issue Date .....Thursday, July 11, 2019
2. Deadline for Receipt of Written Questions ..... Tuesday, July 30, 2019 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 C, Section A.2.4
3. Deadline for Posting of Written Answers ..... Friday, August 2, 2019 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 C, Section A.2.5
4. RFQ Response Due Date/Time..... Thursday, August 8, 2019 2:00 PM
  - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix C, 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 RFQ response left prior to opening time, left after closing times, or left with someone other than 1<sup>st</sup> 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 RFQ Response 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: STATEMENT OF QUALIFICATION (SOQ)

### 2.1 City's Intent

The City of Alpharetta is accepting sealed statements of qualifications (SOQ) from qualified contractors for the design consultation, installation, deinstallation, storage, and maintenance of festive lighting and/or seasonal decor for (3) special events, Memorial Day in May, Wire and Wood in early October, and the holiday season, starting in late November and ending in early January of the following year.

Subsequent to this RFQ, a Request for Proposal will be provided to short listed firms.

### 2.2 Overview of the RFQ Process

The Request for Qualifications (RFQ) is a pre-qualification process. The objective of the RFQ is to identify one or more responsible Offerors who meet the City's minimum standards of business competence, reputation, financial ability, and product/service quality based on the qualification requirements in this RFQ to provide the goods and/or services outlined herein. This RFQ process will be conducted to gather and evaluate Statements of Qualifications (SOQ) from Offerors. All Qualified Contractors are invited to participate by submitting an SOQ, as further defined within this RFQ. SOQs received prior to the due date and time of this RFQ will be evaluated. The Qualified Contractor(s) may be invited to then participate in a Request for Proposals (RFP) or Invitation to Bid (ITB). The intent of the RFQ (and any potential RFP or ITB) is to present an award recommendation to the City Council to contract with one or more Qualified Contractors. Only these Qualified Contractors will be eligible to participate for the identified goods/services during the term of any awarded contract(s).

An RFQ usually does 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 Offerors that are determined during evaluation of RFQ responses to be Qualified Contractors.

### 2.3 Organization of Statement of Qualifications (SOQ)

Each SOQ 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 SOQ and all Copies must be submitted in a sealed envelope/package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with SOQ response;
2. **Section 2.6, Qualification Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **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
4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
5. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.

### 2.4 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 responses or any response 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 responses so that in the case of the default of the Successful Offeror, the City will accept the Contingent Offer.

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.

## 2.5 Project Specific Information

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### Event Lighting

1. Wire and Wood is a Friday-Saturday singer/songwriter event in October, featuring over (20) artists performing on (5) outdoor stages. The event hours are 5 PM - 10 PM on both days. The event draws an estimated 10,000 – 15,000 people. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation is on Friday over a closed street; Deinstallation is at the close of the event on Saturday night, starting at approximately 11:30 PM.
2. Season of Celebration is an annual community event, celebrating the holiday season with tree lightings, snow falling, visits from Santa, children's activities, live music, and charitable donations. Typically, it occurs on the first Friday of December from 5 PM – 9 PM. The day and date are subject to change each year. The estimated attendance is 5,000 – 6,000. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation will be over a closed street at approximately 6 AM on Friday; Deinstallation is at the close of the event on Friday night, starting at approximately 10 PM.

Seasonal Décor includes, but is not limited to, design consultation with City staff, installation, deinstallation, storage, and maintenance of the following items:

1. Memorial Day  
City-Owned Décor
  - (10) small patriotic bunting swags to be hung on City Hall (3) business days prior to the event and removed (3) calendar days after the event
2. Holiday Season  
City-Owned Décor
  - (1) 22 ft Tree of Lights with a star for the Village Green
  - (95) garland sprays to be mounted to 8 ft poles
  - (15) 3D five point stars
  - (150) hanging (proto) stars in the live trees in Brooke Street Park at City Hall
  - (24) small hanging wreaths on gas light poles around City Hall
  - (12) life sized nutcrackers (with additional nutcrackers to be added in the future)
  - (4) deluxe Garland swags for City Hall's front and back doors
  - (1) 30 ft (approx.) deluxe garland swags with (8) bows for the gazebo in pocket park at Milton Ave park

In addition to the City-owned décor, the vendor will provide and install new LED C7 and M5 Mini-Lights on (1) 50 – 55 ft live Norway Spruce in the pocket park on Highway 9 and Milton Ave, (1) 35 ft live Spruce at the Brooke Street Park at City Hall, (50 - 75) live trees, and (10 – 15) live shrubs throughout the downtown area.

There is periphery lighting on City Hall year round. The lights are in (3) tiers on all (4) sides of the building. Plus, there are (2) triangle features. With access to the roof, it is the vendor's responsibility to test, maintain, replace any non-functioning lights as necessary. The vendor will install (1) of the city-owned 3D five point stars in the center dome at City Hall, which is accessible from the building's rooftop.

## 2.6 Qualification Requirements

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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 RFQ.

This portion of the SOQ shall be limited to a maximum length of six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each SOQ shall provide the following information:

**2.6.1 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 SOQ has been in the business of providing services similar to those requested in this RFQ.
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

**2.6.2 References and Sample Projects:** Offeror shall provide a minimum of three (3) references, not including the City of Alpharetta, for each item/service proposed in this RFQ. The references may include any government, university, or similar entity where the Offeror, preferably within the last five (5) years, has successfully completed projects, which are similar in goals, scope, and complexity to the project describe herein.

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 brief description of the project and services provided by the offeror, including pictures of the work,
- a brief summary of the involvement of any key personnel proposed to be assigned to this project,
- statements as to if the project was completed within the contractual duration and cost, and
- if either the contractual duration or cost were exceeded, specific reasons as to why they were exceeded

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 SOQ disqualification.

**2.6.3 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. Resumes may be included in an Appendix and will not count toward the page limit. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

**2.6.4 Available Resources:**

1. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.
  - a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
2. **Resources:** Demonstrate capability to provide resources, including equipment, staffing, sub-contractors, and any other resources necessary to meet project requirements.
  - a. Resource evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

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**2.7 ePayables**

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

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**2.8 Contract Term**

The Contract is for a term of five (5) years commencing upon contract execution, beginning date [TBD] and end date [TBD], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council for no less than twenty-four months (2 years). For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

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**2.9 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.

## 2.10 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 D 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.

## 2.11 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 RFQ. 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 carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

|                              |                             |
|------------------------------|-----------------------------|
| Commercial General Liability | \$1,000,000 each occurrence |
|                              | \$1,000,000 aggregate       |
- **Comprehensive Auto Liability Insurance:**

|                           |                             |
|---------------------------|-----------------------------|
| Bodily Injury Liability   | \$1,000,000 each occurrence |
| Property Damage Liability | \$ 100,000 each occurrence  |
- **Excess Umbrella Liability:**

|                                                                 |                             |
|-----------------------------------------------------------------|-----------------------------|
| Combined Single Limit Bodily Injury<br>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 Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. 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 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

All SOQs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFQ 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 SOQs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining SOQs and determine a ranking based on the information provided in *Section 3* of this RFQ. SOQs 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 RFQ responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any SOQ 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 either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP or ITB process; invite Offerors to an interview to clarify their RFQ response or to further define the SOQ; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, 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.

**Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference:** Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's SOQ.

|                                                       |             |
|-------------------------------------------------------|-------------|
| Firm Experience                                       | 35%         |
| References/Sample Projects                            | 32%         |
| Overall Impression of Company and Response to the RFQ | 30%         |
| Alpharetta Vendor Preference                          | 3%          |
| <b>Phase I Total</b>                                  | <b>100%</b> |

### 3.2 **Alpharetta Vendor Preference (a.k.a. Local Vendor)**

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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 RFQ.

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 or SOQ.

## 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 is 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 statutes 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.*

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## Request for Taxpayer Identification Number and Certification (W-9)

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| <b>Form W-9</b><br>(Rev. November 2017)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Give Form to the<br/>requester. Do not<br/>send to the IRS.</b> |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Print or type.</b><br><b>See Specific Instructions on page 3.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p>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 <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    | <b>Social security number</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | or |  |  |  |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Employer identification number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>Part II Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"><li>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</li><li>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</li><li>3. I am a U.S. citizen or other U.S. person (defined below); and</li><li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li></ol> <p><b>Certification instructions.</b> 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Signature of U.S. person ▶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date ▶                                                             |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>General Instructions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>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.</p> <ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 11-2017)</span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                    |                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |  |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



**Affidavit Verifying Contractor Participation in Federal Work  
Authorization Program (E-Verify/I-9)****AFFIDAVIT VERIFYING CONTRACTOR  
PARTICIPATION IN FEDERAL WORK  
AUTHORIZATION PROGRAM**

GEORGIA

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:
  - o 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;
  - o The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
  - o Has a valid business license from the City; and
  - o 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 that 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**

|                                                        |                                                                                                                                   |                                                                                                                                                                                      |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CITY OF ALPHARETTA</b><br><b>NOTICE OF "NO BID"</b> | <br>THE CITY OF<br><b>ALPHARETTA</b><br>GEORGIA | Finance Department<br>2 Park Plaza<br>Alpharetta, GA 30009<br>P: (678) 297-6052<br>F: (678) 297-6093<br><a href="mailto:purchasing@alpharetta.ga.us">purchasing@alpharetta.ga.us</a> |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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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)**

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: 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 C, 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 C, 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](http://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 C, 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;                                  | • experience;                                          |
| • conformity to specifications;           | • delivery promise;                                    |
| • financial ability to meet the contract; | • terms of payment;                                    |
| • previous performance;                   | • compatibility as required;                           |
| • facilities and equipment;               | • other costs;                                         |
| • availability of repair parts;           | • 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.

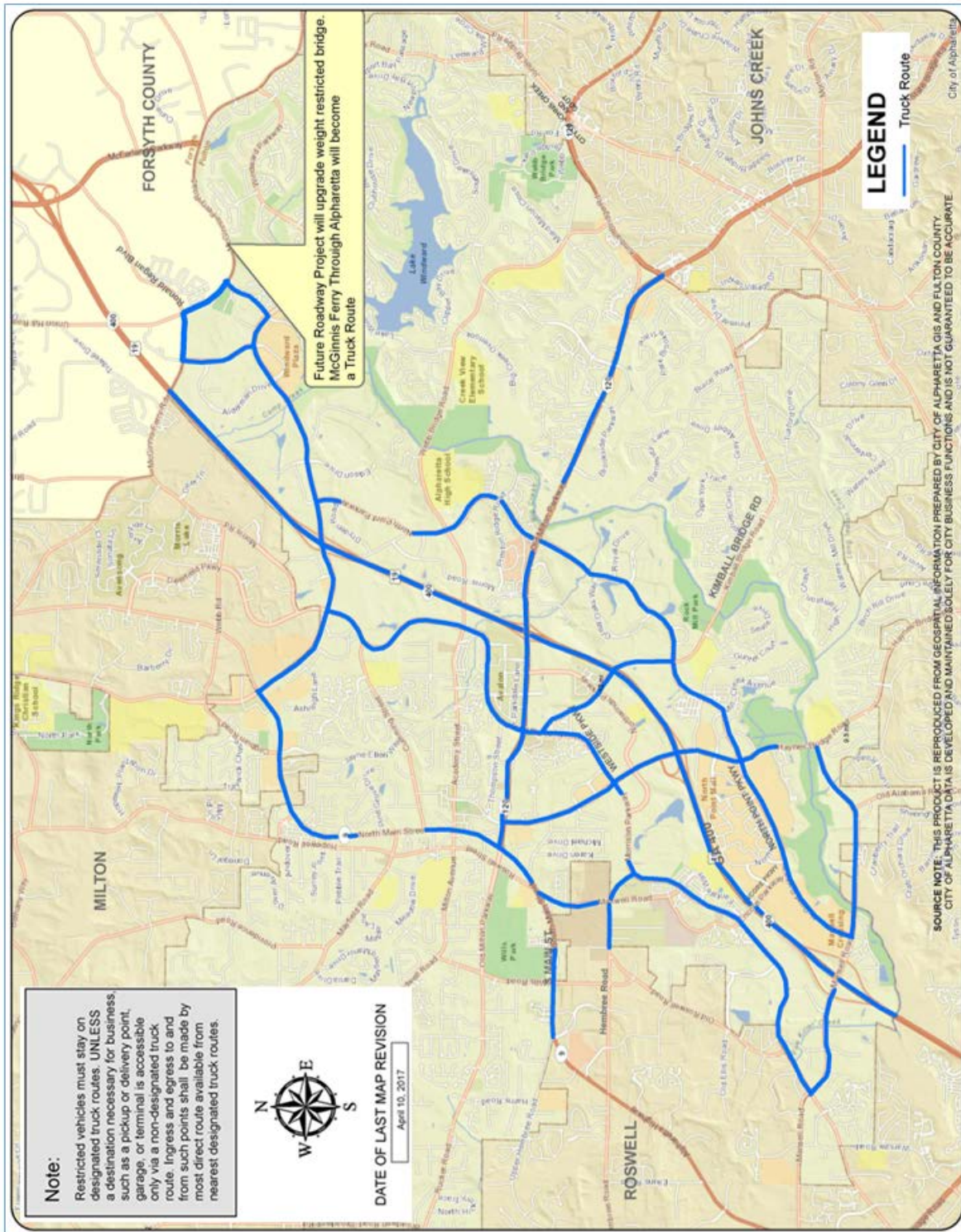
**Subcontractor:** Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

**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 D: ALLOWED TRUCK ROUTE MAP**Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>

**RFQ Evaluation / Scoring Sheet (Detail)**  
**Event Lighting and Seasonal Décor**  
**RFQ # 20-1001**

| OFFERORS                                                                                                                                                                                                                                                                                                                                        | Universal<br>Concepts | Illuminating<br>Design Inc |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------------|
| <b>Scoring Instructions:</b> <ol style="list-style-type: none"> <li>1. Score each criteria for each SOQ using a scale of 1 - 5; 5 = highest score available for any criteria.</li> <li>2. Scores should be noted for each criteria as this will be the basis for evaluation.</li> <li>3. Weights will be applied to combined scores.</li> </ol> |                       |                            |
| CRITERIA                                                                                                                                                                                                                                                                                                                                        |                       |                            |
| Firm Experience (35%)                                                                                                                                                                                                                                                                                                                           | 1.66                  | 1.49                       |
| References/Sample Projects (32%)                                                                                                                                                                                                                                                                                                                | 1.52                  | 1.36                       |
| Overall Impression of Company and Response to the RFQ                                                                                                                                                                                                                                                                                           | 1.35                  | 0.98                       |
| Local Vendor Preference (3%)                                                                                                                                                                                                                                                                                                                    | -                     | -                          |
| <b>Total SOQ Score %</b>                                                                                                                                                                                                                                                                                                                        | <b>4.53</b>           | <b>3.82</b>                |



**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](mailto:purchasing@alpharetta.ga.us)

RFP TITLE: 20-111  
RFP #: EVENT LIGHTING AND SEASONAL DECOR  
RFP RESPONSE DUE DATE/TIME: SEPTEMBER 20, 2019 10:00 AM  
RFP ISSUE DATE: SEPTEMBER 6, 2019  
NUMBER OF PAGES: 7

**SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS**

PROCUREMENT AGENT: Abigail (Abby) Shipp  
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093  
Finance Department Email: [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)  
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>  
Alpharetta, GA 30009

**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 COPY 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: ABIGAIL SHIPP

**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: UNIVERSAL CONCEPTS  
FIRM/OFFEROR MAILING ADDRESS: P.O. Box 56  
FIRM/OFFEROR PHONE NUMBER(S): 770. 887. 0954  
FIRM/OFFEROR FAX NUMBER(S): 770. 844. 9972  
EMAIL ADDRESS FOR OFFEROR'S CONTACT: Sales@universalconceptsus.com  
AUTHORIZED OFFEROR SIGNATURE: [Signature]  
PRINTED NAME OF SIGNER: GREG Fulwood  
OFFEROR FEDERAL I.D. NUMBER: 58-1910730  
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

- RFP Issue Date ..... Friday, September 6, 2019
- Deadline for Receipt of Written Questions .....Friday, September 13, 2019 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
- Deadline for Posting of Written Answers ..... Monday, September 16, 2019 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
- RFP Response (Proposal) Due Date/Time .....Friday, September 20, 2019 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 1<sup>st</sup> 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

Step 1 of this procurement process was RFQ 20-1001. All information provided by the City and all responses received based on RFQ 20-1001 remain part of this process and any subsequent contract. The shortlist of Offerors developed from the RFQ process are invited to respond to this RFP.

### 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, Project Specific Requirements** include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Method of Providing Services**– include all requested information;
4. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

### 2.3 Project Specific Requirements

#### Event Lighting

1. Wire and Wood is a Friday-Saturday singer/songwriter event in October, featuring over (20) artists performing on (7) outdoor stages. The event hours are 5 PM - 10 PM on both days. The event draws an estimated 15,000 people. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation is on Friday over a closed street; Deinstallation is at the close of the event on Saturday night, starting at approximately 11:30 PM.
2. Season of Celebration is an annual community event, celebrating the holiday season with tree lightings, snow falling, visits from Santa, children's activities, live music, and charitable donations. Typically, it occurs on the first Friday of December from 5 PM – 9 PM. The day and date are subject to change each year. The estimated attendance is 5,000 – 6,000. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation will be over a closed street at approximately 6 AM on Friday; Deinstallation is at the close of the event on Friday night, starting at approximately 10 PM.

Seasonal Décor includes, but is not limited to, design consultation with City staff, installation, deinstallation, storage, and maintenance of the following items:



**1. Memorial Day Event****City-Owned Décor**

- (10) small patriotic bunting swags to be hung on City Hall (3) business days prior to the event and removed (3) calendar days after the event

**2. Holiday Season****City-Owned Décor**

- (1) 22 ft Tree of Lights with a star for the Town Green, at City Center
- (95) garland sprays to be mounted to 8 ft poles
- (15) 3D five point stars
- (150) hanging (proto) stars in the live trees in Brooke Street Park at City Hall
- (24) small hanging wreaths on gas light poles around City Hall
- (12) life sized nutcrackers (with additional nutcrackers to be added in the future)
- (4) deluxe Garland swags for City Hall's front and back doors and railing
- (1) 30 ft (approx.) deluxe garland swags with (8) bows for the gazebo in pocket park at Milton Ave park

In addition to the City-owned décor, the vendor will provide and install new LED C7 and M5 Mini-Lights on (1) 50 – 55 ft live Norway Spruce in the pocket park on Highway 9 and Milton Ave, (1) 45 ft live Spruce at the Brooke Street Park at City Hall, (50 - 75) live trees, and (10 – 15) live shrubs throughout the downtown area. Map of trees to be provided by City staff.

There is periphery lighting on City Hall year round. The lights are in (3) tiers on all (4) sides of the building. Plus, there are (2) triangle features. With access to the roof, it is the vendor's responsibility to test, maintain, replace any non-functioning lights as necessary. The vendor will install (1) of the city-owned 3D five point stars in the center dome at City Hall, which is accessible from the building's rooftop.

**Additional specifications:**

- During the off season, the vendor will store all city-owned seasonal décor items in a secure, climate controlled storage facility. All décor must be clearly marked as the City of Alpharetta.
- The selected vendor will work directly and closely with City staff on consultation, design, and timeline. Timeline to be outlined in advance of deadline date.
- The selected vendor will work directly and closely with our contracted on-call electrical services vendor for installations.

## **SECTION 3: METHOD OF PROVIDING SERVICES**

### **3.1 Method of Providing Services**

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. Include a description of the secure, climate controlled storage facility, including photos of the facility. Photos should be included in an appendix and do not count towards the page limit.





**CITY OF ALPHARETTA, GA**  
**RFP #20-111, EVENT LIGHTING AND SEASONAL DÉCOR**  
**ANSWERS TO SECTION 3: METHOD OF PROVIDING SERVICES**

**3.1 – WORK PLAN** – CUSTOMER’S EXISTING PRODUCT IS TO BE LOADED CAREFULLY AND SECURED AS NOT TO CAUSE SHIFTING DURING TRANSIT ON TO UNIVERSAL CONCEPTS SUPPLIED TRUCKS/TRAILERS.

ALL DISPLAYS ARE TO BE OFF-LOADED AT OR NEAR THE INSTALLATION SITE AND UNBOXED, UNWRAPPED, OR UNCRATED DEPENDING UPON WHICH METHOD WAS USED PRIOR TO STORAGE.

DISPLAYS ARE THEN LOADED INTO POSITION WHILE TAKING SPECIAL CARE AS NOT TO DAMAGE EITHER THE DISPLAY OR SURROUNDING STRUCTURES OR VEGETATION.

ALL DISPLAYS WILL BE “SPOTTED” FOR OPTIMUM VIEWING AND FULLY SECURED TO STAY IN PLACE DURING THE DISPLAY PERIOD. ALL WORK IS TO BE PERFORMED IN A TIMELY PROFESSIONAL MANNER.

AFTER THE DISPLAY PERIOD THE PROCESS WILL BE REVERSED, AND ALL DISPLAYS WILL BE REPACKAGED, REBOXED OR RECRATED AS BEFORE.

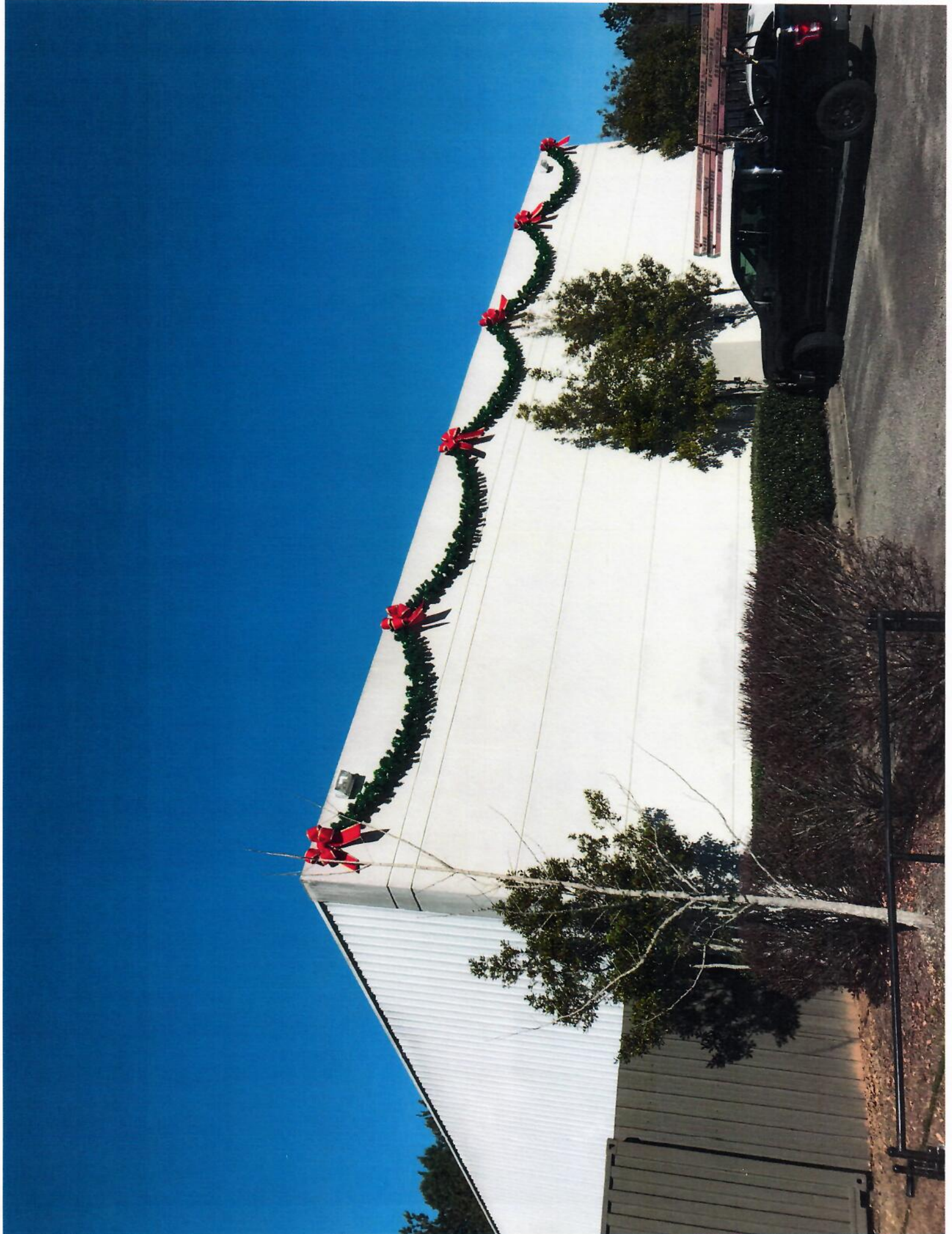
PRODUCT IS STORED AT 1461 VENTURA DRIVE, CUMMING, GA 30040, IN OUR 80’ X 120’ OFFICE, SHOWROOM, WAREHOUSE COMPLEX WHICH IS CLIMATE CONTROLLED. SEE PHOTO’S OF THE CITY OF ALPHARETTA’S EXISTING DÉCOR IN THE UNIVERSAL CONCEPTS WAREHOUSE.

---

**ANSWERS TO QUESTIONS 1 – 5**

1. LOADED, PADDED AND SECURED IN TRUCK/TRAILERS PROVIDED BY UNIVERSAL CONCEPTS AS HAS BEEN DONE FOR THE PAST 5+/- YEARS.
2. ALL DISPLAYS WILL BE CLEANED, INVENTORIED, BOXED, WRAPPED OR CRATED AS DONE IN THE PAST. THEN NEATLY SECURED FOR OFF-SEASON STORAGE.
3. ALL DISPLAYS ARE PREPPED, FLUFFED, CLEANED AND TESTED BEFORE INSTALLATION, AS DONE IN THE PAST.
4. EXTREME CARE IS GIVEN TO PROTECTING ANY AND ALL LIVE TREES AND SHRUBS. AFTER 5+ YEARS, I AM NOT AWARE OF A SINGLE INCIDENT WHERE LIVE TREES OR SHRUBS HAVE BEEN DAMAGED.
5. UNIVERSAL CONCEPTS SPENDS EXTRA TIME AND MONEY TO BUILD A “SUPER STRUCTURE” AROUND THE NORWAY SPRUCE, SO THAT WE HAVE COMPLETE ACCESS TO EVERY LIMB AND BRANCH WITHOUT EVER ACTUALLY CLIMBING ON TO THE TREE.

















Alphabet

524 872



Describe how your firm would handle:

- 1) transferring our existing equipment from its current location to the new facility,
- 2) preparing our equipment for storage,
- 3) preparation of equipment for installation,
- 4) protecting the live trees and shrubs from damage, and
- 5) describe any extra care to be taken to protect the Norway Spruce.

## 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.



Installation, deinstallation, and climate controlled storage of each of the following:

|                                                            |           |
|------------------------------------------------------------|-----------|
| 2 EVENTS (1) overhead light swag over closed roadway       | \$ 12,500 |
| (1) small patriotic bunting swag                           | \$ 1,500  |
| (1) 22 ft Tree of Lights <i>plus (15) MERIDIAN SPHERES</i> | \$ 2,500  |
| (1) garland spray on 8 ft pole <i>(95)</i>                 | \$ 3,500  |
| (1) 3D five point star                                     | \$ 1,500  |
| (1) hanging (proto) star on live tree <i>(150)</i>         | \$ 4,500  |
| (1) small hanging wreath on gas light pole <i>(24)</i>     | \$ 1,850  |
| (1) life sized nutcracker <i>(12)</i>                      | \$ 1,500  |
| (1) deluxe swag for City Hall entrances                    | \$ 2,550  |
| (1) deluxe swag with (8) bows for gazebo                   | \$ 750    |
| (1) 3D five point star in City Hall center dome            | \$ 950    |

Provide and install new LED C7 and M5 minilights for each of the following:

|                                                    |           |
|----------------------------------------------------|-----------|
| Norway Spruce at Highway 9 and Milton Ave          | \$ 15,500 |
| (1) 35 ft live tree at Brooke Street Park          | \$ 6,500  |
| (1) live tree in City Center area <i>(50-75)</i>   | \$ 34,250 |
| (1) live shrub in City Center area <i>(10 +/-)</i> | \$ 1,000  |

Design and consultation services, hourly rate \$ 0

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

#### Proposal Price Certification

*30 DAYS*

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 ~~one hundred twenty (120) 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 UNIVERSAL CONCEPTS

ADDRESS P.O. Box 56 Cumming, GA 30028

AUTHORIZED SIGNATURE(S) \_\_\_\_\_

PRINT / TYPE NAME(S) AND TITLE(S) GREG Fulwood, President

CONTACT INFO: PHONE NUMBER 770. 887. 0954

CONTACT INFO: E-MAIL ADDRESS Sales@universalconceptsus.com



## 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:

|                              |             |
|------------------------------|-------------|
| Method of Providing Services | 50          |
| Cost                         | 50          |
| <b>Phase I Total</b>         | <b>100%</b> |

### Phase II

In the event of a close evaluation, the City may elect to invite short-listed firms to an interview and further evaluation.

|                       |             |
|-----------------------|-------------|
| Interview             | 100%        |
| <b>Phase II Total</b> | <b>100%</b> |



 **COPY**

**P.O. BOX 56 CUMMING, GA 30028**  
**www.christmasdecorandmore.com 800.522.0718**

**TO: CITY OF ALPHARETTA**  
**FINANCE DEPARTMENT**  
**CITY HALL 1<sup>ST</sup> FLOOR CASHIER'S OFFICE**  
**2 PARK PLAZA**  
**ALPHARETTA, GA 30009**

**ATTN: ABIGAIL SHIPP**

**RE: RFQ #20-1001**  
**EVENT LIGHTING AND SEASONAL DÉCOR**  
**DUE 8/8/2019 2 PM**



**CITY OF ALPHARETTA  
REQUEST FOR QUALIFICATIONS (RFQ)  
(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](mailto:purchasing@alpharetta.ga.us)



**COPY**

RFQ TITLE: EVENT LIGHTING AND SEASONAL DECOR  
RFQ #: 20-1001  
RFQ RESPONSE DUE DATE/TIME: AUGUST 8, 2019 2:00 PM  
RFQ ISSUE DATE: JULY 11, 2019  
NUMBER OF PAGES: 34

**SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS**

PROCUREMENT AGENT: ABIGAIL (ABBY) SHIPP  
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093  
Finance Department Email: [purchasing@alpharetta.ga.us](mailto:purchasing@alpharetta.ga.us)  
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>  
Alpharetta, GA 30009

**INSTRUCTIONS TO SUBMIT A STATEMENT OF QUALIFICATION (SOQ):**

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM; FRI 8:30 AM-4:30 PM
2. SOQ RESPONSE 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 COPY OF ORIGINAL; AND ONE CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR RFQ RESPONSES

**RETURN SEALED SOQ TO:**

CITY OF ALPHARETTA  
FINANCE DEPARTMENT  
CITY HALL 1ST FLOOR CASHIER'S OFFICE  
2 PARK PLAZA  
ALPHARETTA, GA 30009  
ATTN: ABIGAIL SHIPP

**EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:**

Offeror's Name and Address  
RFQ Title & Number as noted on top of this page  
RFQ 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 an SOQ, the authorized signer and represented firm have read, understand, and agree to information within this Request for Qualifications and with required and informational documents, files, and/or forms posted to webpage for this RFQ and made part of this RFQ and any contract that may be awarded as a result of response to this RFQ. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFQ, 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 SOQ is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/ OFFEROR NAME: G.F. Fulwood INC DBA UNIVERSAL  
FIRM/OFFEROR MAILING ADDRESS: P.O. Box 56, Cumming, GA 30028  
FIRM/ OFFEROR PHONE NUMBER(S): 770-887-0954  
FIRM/ OFFEROR FAX NUMBER(S): 770-844-9972  
EMAIL ADDRESS FOR OFFEROR'S CONTACT: gregfulwood@comcast.net  
→ AUTHORIZED OFFEROR SIGNATURE: [Signature]  
PRINTED NAME OF SIGNER: Greg Fulwood  
OFFEROR FEDERAL I.D. NUMBER: 58-1910730  
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. RFQ Issue Date .....Thursday, July 11, 2019
2. Deadline for Receipt of Written Questions ..... Tuesday, July 30, 2019 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 C, Section A.2.4
3. Deadline for Posting of Written Answers ..... Friday, August 2, 2019 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 C, Section A.2.5
4. RFQ Response Due Date/Time..... Thursday, August 8, 2019 2:00 PM
  - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix C, 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 RFQ response left prior to opening time, left after closing times, or left with someone other than 1<sup>st</sup> 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 RFQ Response 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: STATEMENT OF QUALIFICATION (SOQ)

### 2.1 City's Intent

The City of Alpharetta is accepting sealed statements of qualifications (SOQ) from qualified contractors for the design consultation, installation, deinstallation, storage, and maintenance of festive lighting and/or seasonal decor for (3) special events, Memorial Day in May, Wire and Wood in early October, and the holiday season, starting in late November and ending in early January of the following year.

Subsequent to this RFQ, a Request for Proposal will be provided to short listed firms.

### 2.2 Overview of the RFQ Process

The Request for Qualifications (RFQ) is a pre-qualification process. The objective of the RFQ is to identify one or more responsible Offerors who meet the City's minimum standards of business competence, reputation, financial ability, and product/service quality based on the qualification requirements in this RFQ to provide the goods and/or services outlined herein. This RFQ process will be conducted to gather and evaluate Statements of Qualifications (SOQ) from Offerors. All Qualified Contractors are invited to participate by submitting an SOQ, as further defined within this RFQ. SOQs received prior to the due date and time of this RFQ will be evaluated. The Qualified Contractor(s) may be invited to then participate in a Request for Proposals (RFP) or Invitation to Bid (ITB). The intent of the RFQ (and any potential RFP or ITB) is to present an award recommendation to the City Council to contract with one or more Qualified Contractors. Only these Qualified Contractors will be eligible to participate for the identified goods/services during the term of any awarded contract(s).

An RFQ usually does 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 Offerors that are determined during evaluation of RFQ responses to be Qualified Contractors.

### 2.3 Organization of Statement of Qualifications (SOQ)

Each SOQ 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 SOQ and all Copies must be submitted in a sealed envelope/package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with SOQ response;
2. **Section 2.6, Qualification Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **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
4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
5. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.

### 2.4 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 responses or any response 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 responses so that in the case of the default of the Successful Offeror, the City will accept the Contingent Offer.

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.



## 2.5 Project Specific Information

### Event Lighting

1. Wire and Wood is a Friday-Saturday singer/songwriter event in October, featuring over (20) artists performing on (5) outdoor stages. The event hours are 5 PM - 10 PM on both days. The event draws an estimated 10,000 – 15,000 people. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation is on Friday over a closed street; Deinstallation is at the close of the event on Saturday night, starting at approximately 11:30 PM.
2. Season of Celebration is an annual community event, celebrating the holiday season with tree lightings, snow falling, visits from Santa, children's activities, live music, and charitable donations. Typically, it occurs on the first Friday of December from 5 PM – 9 PM. The day and date are subject to change each year. The estimated attendance is 5,000 – 6,000. For this event, the vendor will install approximately (20) city-owned overhead light swags over Milton Avenue. Installation will be over a closed street at approximately 6 AM on Friday; Deinstallation is at the close of the event on Friday night, starting at approximately 10 PM.

Seasonal Décor includes, but is not limited to, design consultation with City staff, installation, deinstallation, storage, and maintenance of the following items:

1. Memorial Day  
City-Owned Décor
  - (10) small patriotic bunting swags to be hung on City Hall (3) business days prior to the event and removed (3) calendar days after the event
2. Holiday Season  
City-Owned Décor
  - (1) 22 ft Tree of Lights with a star for the Village Green
  - (95) garland sprays to be mounted to 8 ft poles
  - (15) 3D five point stars
  - (150) hanging (proto) stars in the live trees in Brooke Street Park at City Hall
  - (24) small hanging wreaths on gas light poles around City Hall
  - (12) life sized nutcrackers (with additional nutcrackers to be added in the future)
  - (4) deluxe Garland swags for City Hall's front and back doors
  - (1) 30 ft (approx.) deluxe garland swags with (8) bows for the gazebo in pocket park at Milton Ave park

In addition to the City-owned décor, the vendor will provide and install new LED C7 and M5 Mini-Lights on (1) 50 – 55 ft live Norway Spruce in the pocket park on Highway 9 and Milton Ave, (1) 35 ft live Spruce at the Brooke Street Park at City Hall, (50 - 75) live trees, and (10 – 15) live shrubs throughout the downtown area.

There is periphery lighting on City Hall year round. The lights are in (3) tiers on all (4) sides of the building. Plus, there are (2) triangle features. With access to the roof, it is the vendor's responsibility to test, maintain, replace any non-functioning lights as necessary. The vendor will install (1) of the city-owned 3D five point stars in the center dome at City Hall, which is accessible from the building's rooftop.

## 2.6 Qualification 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 RFQ.

This portion of the SOQ shall be limited to a maximum length of six (6) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.



Each SOQ shall provide the following information:

**2.6.1 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 SOQ has been in the business of providing services similar to those requested in this RFQ.
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

**2.6.2 References and Sample Projects:** Offeror shall provide a minimum of three (3) references, not including the City of Alpharetta, for each item/service proposed in this RFQ. The references may include any government, university, or similar entity where the Offeror, preferably within the last five (5) years, has successfully completed projects, which are similar in goals, scope, and complexity to the project describe herein.

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 brief description of the project and services provided by the offeror, including pictures of the work,
- a brief summary of the involvement of any key personnel proposed to be assigned to this project,
- statements as to if the project was completed within the contractual duration and cost, and
- if either the contractual duration or cost were exceeded, specific reasons as to why they were exceeded

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 SOQ disqualification.



**2.6.3 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. Resumes may be included in an Appendix and will not count toward the page limit. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

**2.6.4 Available Resources:**

1. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.
  - a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
2. **Resources:** Demonstrate capability to provide resources, including equipment, staffing, sub-contractors, and any other resources necessary to meet project requirements.
  - a. Resource evidence may be included in an Appendix to the proposal. It does not count toward the page limit.

**2.7 ePayables**

Replying to this RFQ confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

**2.8 Contract Term**

The Contract is for a term of five (5) years commencing upon contract execution, beginning date [TBD] and end date [TBD], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council for no less than twenty-four months (2 years). For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

**2.9 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.



**2.10****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 D 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.

**2.11****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 RFQ. 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 carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

|                              |                             |
|------------------------------|-----------------------------|
| Commercial General Liability | \$1,000,000 each occurrence |
|                              | \$1,000,000 aggregate       |
- **Comprehensive Auto Liability Insurance:**

|                           |                             |
|---------------------------|-----------------------------|
| Bodily Injury Liability   | \$1,000,000 each occurrence |
| Property Damage Liability | \$ 100,000 each occurrence  |
- **Excess Umbrella Liability:**

|                                                              |                             |
|--------------------------------------------------------------|-----------------------------|
| Combined Single Limit Bodily Injury and / or Property Damage | \$1,000,000 each occurrence |
|                                                              | \$1,000,000 aggregate       |

**Insurance; Indemnification.** The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall



provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. 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 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

All SOQs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFQ 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 SOQs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining SOQs and determine a ranking based on the information provided in *Section 3* of this RFQ. SOQs 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 RFQ responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any SOQ 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 either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP or ITB process; invite Offerors to an interview to clarify their RFQ response or to further define the SOQ; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, 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.

**Alpharetta Vendor Preference (a.k.a. Local Vendor) – Evaluation Preference:** Alpharetta Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's SOQ.

|                                                       |             |
|-------------------------------------------------------|-------------|
| Firm Experience                                       | 35%         |
| References/Sample Projects                            | 32%         |
| Overall Impression of Company and Response to the RFQ | 30%         |
| Alpharetta Vendor Preference                          | 3%          |
| <b>Phase I Total</b>                                  | <b>100%</b> |

### **3.2 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 RFQ.

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 or SOQ.



**APPENDIX C: 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 C, 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 C, 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](http://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 C; 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;                                  | • experience;                                          |
| • conformity to specifications;           | • delivery promise;                                    |
| • financial ability to meet the contract; | • terms of payment;                                    |
| • previous performance;                   | • compatibility as required;                           |
| • facilities and equipment;               | • other costs;                                         |
| • availability of repair parts;           | • 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.

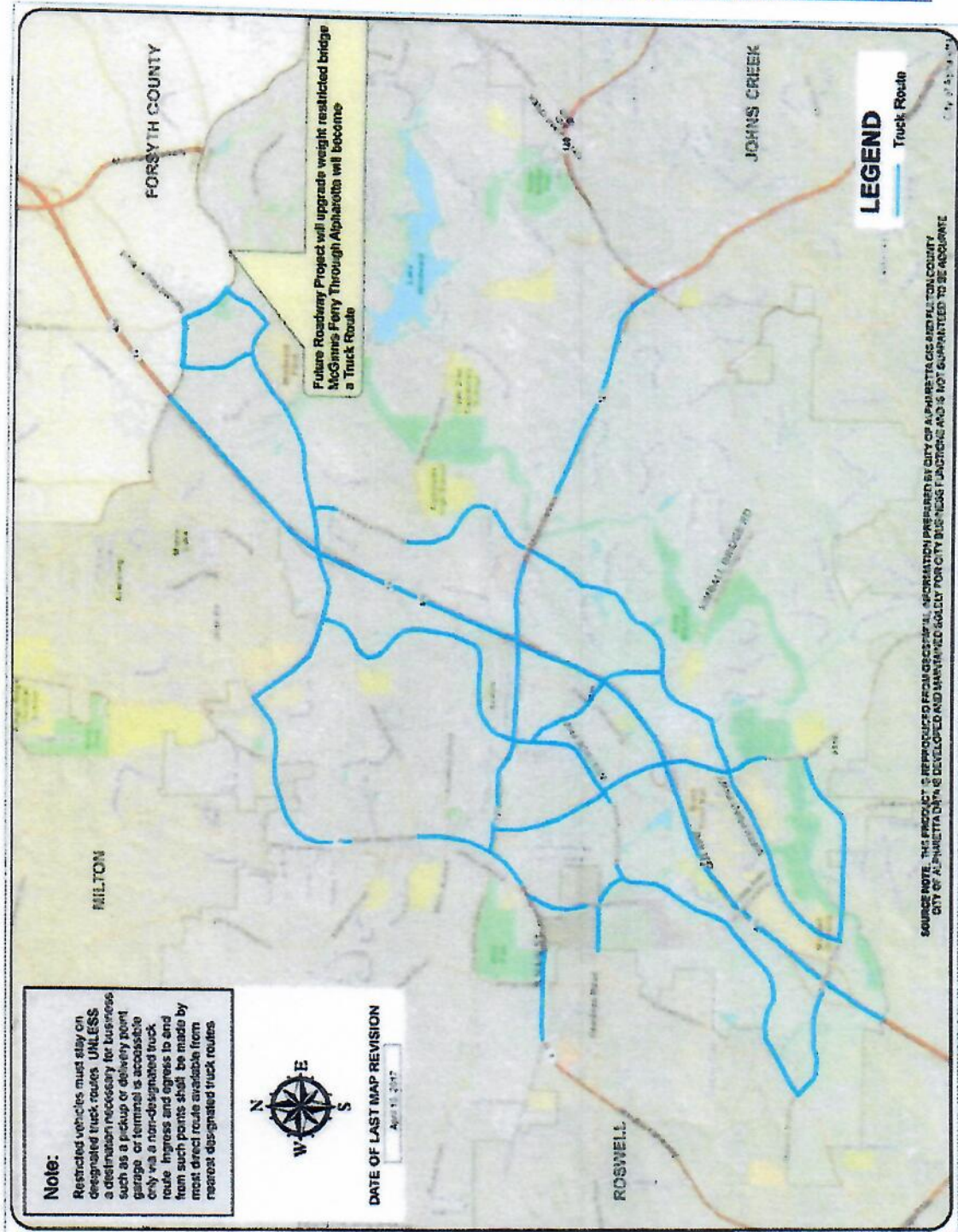
**Vendor:** A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

**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 D: ALLOWED TRUCK ROUTE MAP

Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>







TO: CITY OF ALPHARETTA  
RFQ #20-1001 EVENT LIGHTING AND SEASONAL DÉCOR

### **2.6.1 COVER LETTER AND COMPANY PROFILE**

*Universal Concepts* is one of the oldest family-owned commercial décor companies in the United States. Since 1980 we have been providing the highest quality, longest lasting, and most beautiful decorations available. We have been located in Cumming, Georgia since 1980 as well, and operate out of our own building/warehouse located at 1461 Ventura Drive, Cumming.

Our dedication to quality, service and creativity is simply unparalleled. Our partnership with factories throughout the U.S., China, Mexico, Canada and Europe insures that we are on the leading edge of technology, decorating trends and competitive prices.

If you are looking for design and implementation of a truly unique concept, look no further. Our strength is the ability to work within any budget, design, or concept. No project is too large or too small.

**Contact Person:** Lori Fulwood, V.P.  
P.O. Box 56  
Cumming, GA 30028  
W) 770.887.0954 C) 770.617.3581  
[lori@universalconceptsus.com](mailto:lori@universalconceptsus.com)

### ***Authorized Signer – Electronic Signature:***

Lori Fulwood, V.P.  
[lori@universalconceptsus.com](mailto:lori@universalconceptsus.com)

## **2.6.2 REFERENCES AND SAMPLE PROJECTS**

### **1. *City of Decatur, Georgia***

**Downtown Streets of Decatur, Georgia**

**Contacts:** Lyn Menne or  
[Lyn.menne@decaturga.com](mailto:Lyn.menne@decaturga.com)  
Direct 678.553.6511

**Shirley Baylis**  
[Shirley.baylis@decaturga.com](mailto:Shirley.baylis@decaturga.com)  
Work 404.371.8386

High-end traditional décor, including live tree lighting, light swags, pole mounted wreaths, Christmas Tree, peripheral lighting, building front displays and garland wraps and drape. Key personnel and Sub Contractor involved in all areas including delivery, installation, removal, technical and logistics. Universal Concepts provides storage and maintenance of all product, as well. Annual service contract is in placed before 9/1 of each year and fulfilled before 1/15<sup>th</sup> the following year. Customer's requested "Light-up" date has always been met.





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2. ***City of Cumming, Georgia***

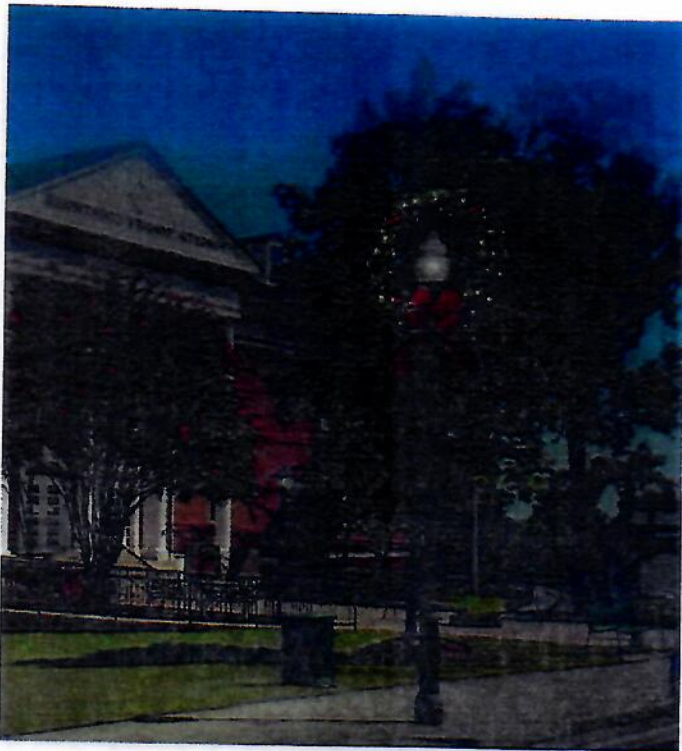
Downtown Streets of Cumming, Georgia

Contact: Phil Higgins

[Phil.higgins@cityofcumming.net](mailto:Phil.higgins@cityofcumming.net)

Work 770.781.2010

For nearly 20 years Universal Concepts has provided full turn-key services to the City of Cumming for the delivery, installation, removal of over 150 pole mounted lighted displays and banners. Key personnel and Subcontractor involved in all areas. Universal Concepts provides storage and maintenance of all product, as well. Annual service contract is in place before 9/1 of each year and fulfilled before 1/15<sup>th</sup> the following year. Customer's requested "Light-up" date has always been met.



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3. ***City of Dawsonville, Georgia***

City Hall and Surrounding Streets of Dawsonville, Georgia

Contact: Trampas Hansard

[roads@dawsonville-ga.gov](mailto:roads@dawsonville-ga.gov)

Work 706.265.3256

Beginning in 2018 Universal Concepts designed and sold new Christmas Displays for the City of Dawsonville, which included a new Christmas Tree, building front wreaths, light swags, pole garland sprays and lighted silhouette pole displays. Key personnel and Subcontractor involved in all areas of delivery, installation and removal. Universal Concepts provides storage and

maintenance of all product, as well. Annual service contract is in place before 9/1 of each year and fulfilled before 1/15<sup>th</sup> the following year. Customer's requested "Light-up" date was met in 2018.

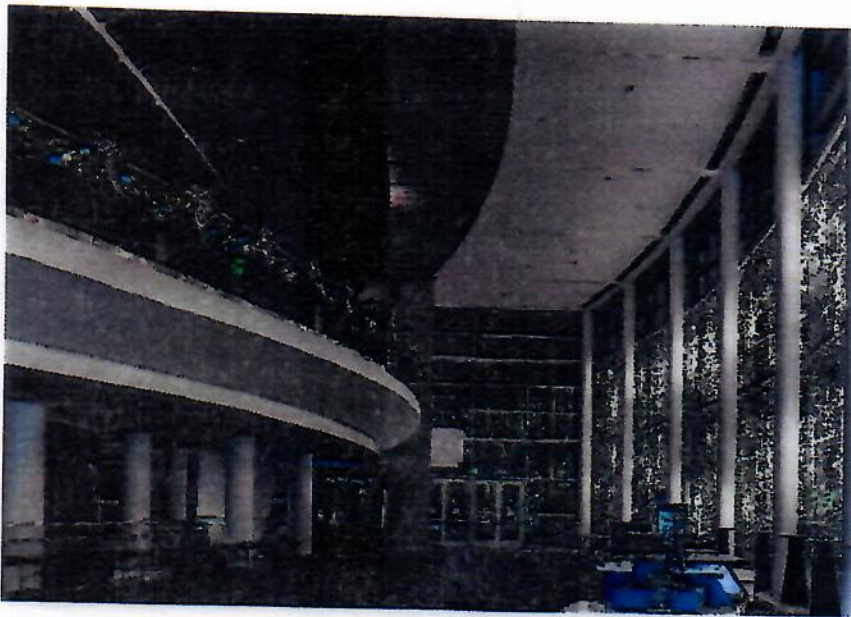


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4. **City of Sandy Springs, Georgia**  
City Hall and Performance Arts Center  
Contact: Anna Nikolas  
[Anna.nikolas@sandyspringsga.org](mailto:Anna.nikolas@sandyspringsga.org)  
Work 770.206-1455

In 2008 Universal Concepts began a "Turn-Key" lease agreement for (37) pole mounted custom garland sprays with the City and continues that agreement today. In 2018 Universal Concepts designed and implemented a new Holiday Program for the City and new City Center which included (77) pole mounted garland sprays, Giant Christmas Tree, Giant Interior Wall of dropped lighting and snowflakes, garland drape and hanging gift boxes. Key personnel and Subcontractor involved in all areas of delivery, installation and removal. Universal Concepts provides storage and maintenance of all product, as well. Annual service contract is in place before 9/1 of each year and fulfilled before 1/15<sup>th</sup> the following year. Customer's requested "light-up" date has always been met.







## **2.6.3 RESUMES AND EXPERIENCES OF KEY PERSONNEL**

***Greg Fulwood, President/Owner of Universal Concepts*** since 1980. Previously worked for Valley Decorating, Fresno, CA a premiere indoor/outdoor factory for Christmas, Seasonal and float décor where he was a Territory Manager/National Sales Training Manager. During the 1980's Greg started Universal Concepts and worked with Dollywood, Disney, Gatlinburg, Pigeon Forge and other premiere tourist destinations. In 1994, Greg was there at the beginning of "Magical Nights of Lights" at Lake Lanier Islands. His original ideas and displays are still being used and featured today. Under his leadership, Universal Concepts is nearly 40 years old and is growing. The Company currently works with many Cities, Towns, Hospitals, Municipal and Government Parks, Merchants Associations, Theme Parks, Life Style Centers, Zoos, Production Companies and Various Entertainment Venues throughout the Country.

***Lori Fulwood, Vice President of Operations and Business Development*** since 1999. Previously working in public and private accounting and as a Controller for a large retail business, she brings her "eye for detail" and "hands-on approach to the Universal Concepts Team. While working and training under Greg Fulwood for 20 years in outside and inside sales/design, she has developed many new accounts and has grown many established ones. Now with over 30 years of experience, she is instrumental in the continued success and growth of Universal Concepts.

***Ryan Fulwood, Vice President of Logistics and RGB Product Development.*** Ryan literally grew up in the Commercial Christmas and Display business. Upon graduation in 2009 with a Business Management Degree, Ryan joined the Universal Concepts team full time. He was introduced to the RGB technology and is the point man for Universal Concepts on RGB projects. He manages the logistics for all of the Universal Concepts installation and service projects. He also oversees all the soft manufacturing of custom designs and displays. Ryan holds a Certificate of Completion for Aerial and Scissor Lift Operator while making him compliance with OSHA General Industry Standard 29CFR and ANSI Standard A92.2

***Fernando Arroyo, Head Installer and Welder since 2011.*** Fernando has been involved in many, if not most of Universal Concepts' high-profile projects throughout the country. With his welding skills, he is a key part of creating custom displays and solving repair issues.





# CERTIFICATE OF LIABILITY INSURANCE

GFFULWO-01

CBOREN

DATE (MM/DD/YYYY)

7/24/2019

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  
Sutter, McLellan, and Gilbreath, Inc.  
1424 North Brown Rd. Suite 300  
Lawrenceville, GA 30043

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (770) 246-8300 FAX (A/C, No): (678) 802-3971  
E-MAIL  
ADDRESS:

INSURED

G.F. Fulwood, Inc.  
P. O. Box 56  
Cumming, GA 30028

| INSURER(S) AFFORDING COVERAGE |                              | NAIC # |
|-------------------------------|------------------------------|--------|
| INSURER A:                    | National Trust Insurance     | 20141  |
| INSURER B:                    | FCCI Commercial Insurance Co | 33472  |
| INSURER C:                    | Monroe Guaranty Ins. Co.     | 32506  |
| INSURER D:                    |                              |        |
| INSURER E:                    |                              |        |
| INSURER F:                    |                              |        |

## COVERAGES

CERTIFICATE NUMBER:

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                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|-------------------------------------------|--------------|------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|-----------------------|--------------|--|----|
| A                                                                              | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPP0020777 5    | 7/2/2019                | 7/2/2020                | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE                                                                | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   | MED EXP (Any one person)     | \$ 5,000     | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COM/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                                                                | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$ 100,000                                                                                                                                                                                                                                                                                                          |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| MED EXP (Any one person)                                                       | \$ 5,000                                                                                                                                                                                                                                                                                                            |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| PERSONAL & ADV INJURY                                                          | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| GENERAL AGGREGATE                                                              | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| PRODUCTS - COM/OP AGG                                                          | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
|                                                                                | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| A                                                                              | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                           |           |          | CA100003141-04  | 7/2/2019                | 7/2/2020                | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                               | COMBINED SINGLE LIMIT (Ea accident)                                            | \$ 1,000,000 | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                       |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)                                            | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| BODILY INJURY (Per person)                                                     | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| BODILY INJURY (Per accident)                                                   | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| PROPERTY DAMAGE (Per accident)                                                 | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
|                                                                                | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| B                                                                              | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                    |           |          | UMB100013074-3  | 7/2/2019                | 7/2/2020                | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                              | EACH OCCURRENCE                                                                | \$ 2,000,000 | AGGREGATE                                 | \$ 2,000,000 |                              | \$           |                                |              |                   |              |                       |              |  |    |
| EACH OCCURRENCE                                                                | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| AGGREGATE                                                                      | \$ 2,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
|                                                                                | \$                                                                                                                                                                                                                                                                                                                  |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| C                                                                              | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br>N  | N/A      | 026-WC19A-73859 | 7/2/2019                | 7/2/2020                | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>                                                                                                            | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              | E.L. EACH ACCIDENT                        | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000 | E.L. DISEASE - POLICY LIMIT    | \$ 1,000,000 |                   |              |                       |              |  |    |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |                                                                                                                                                                                                                                                                                                                     |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| E.L. EACH ACCIDENT                                                             | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                                                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| E.L. DISEASE - POLICY LIMIT                                                    | \$ 1,000,000                                                                                                                                                                                                                                                                                                        |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| A                                                                              | Leased/Rented                                                                                                                                                                                                                                                                                                       |           |          | CPP0020777 5    | 7/2/2019                | 7/2/2020                | <table border="1"><tr><td>Limit</td><td>\$ 75,000</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                        | Limit                                                                          | \$ 75,000    |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |
| Limit                                                                          | \$ 75,000                                                                                                                                                                                                                                                                                                           |           |          |                 |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                |              |                                           |              |                              |              |                                |              |                   |              |                       |              |  |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
REF: RFQ #20-1001 - Event Lighting & Seasonal Decor

Certificate holder is additional insured as respects General Liability and Automobile Liability policies when required by written contract.

## CERTIFICATE HOLDER

City of Alpharetta Recreation and Parks Special Events  
2 Park Plaza  
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

**Name of Additional Insured Persons or Organizations**

(As required by written contract or agreement per Paragraph A. below.)

**Locations of Covered Operations**

(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.



However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.



## 2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

### e. Subsidiaries

Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

### f. Additional Insureds

The following additional insured provisions do not apply to any additional insureds which are added to the policy by an endorsement that specifically identifies or designates the additional insured or project involved.

**General Provision.** Any person or organization which requires in a written agreement with you that such person or organization be made an additional insured is an additional insured, but only with respect to covered "bodily injury", "property damage", and "personal and advertising injury" which is caused, in whole or in part, by "your work" under the same written agreement.

#### **Specific Additional Insured Provisions.**

Notwithstanding the general provision above, if the purported additional insured falls under one of the following specific categories, then only the following provisions shall apply to such additional insured:

**If the additional insured is an owner, lessor or manager of premises,** such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**If the additional insured is the state or any political subdivision,** the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and only with respect to liability as a permit issuer. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**If the additional insured is a lessor of leased equipment,** such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.



**If the additional insured is an architect, engineer, or surveyor**, such architect, engineer, or surveyor is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in connection with your premises, or in the performance of your ongoing operations. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field order, change orders, drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**If the additional insured is a mortgagee, assignee, or receiver of premises**, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**If the additional insured is a vendor**, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded to the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in "your product" made intentionally by the vendor;
  - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY/NON-CONTRIBUTORY  
COVERAGE WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION IV – Commercial General Liability Conditions, Paragraph 4, entitled "Other Insurance", subsection b. entitled "Excess Insurance", paragraph (1):

This insurance is excess over:

- (v) Any other insurance naming an additional insured as an insured on a primary basis, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary and noncontributing. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED PRIMARY / NON CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

The following replaces **SECTION IV – CONDITIONS, Paragraph 5. "Other Insurance" subsection a.:**

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

The above will apply to additional insureds unless a written contract specifically requires that this insurance be primary and noncontributing as to the additional insured. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury."

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Insured Name: GF FULWOOD INC dba UNIVERSAL CONCEPTS  
Policy Number: 026-WC19A-73859  
Agency Name: 3235, Sutter McEllan & Gilbreath Inc

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: Xerox Guaranty Insurance Company 14893  
Endorsement Number: 0000010  
Effective Date: 07/02/2019

Date Issued:

Countersigned by: \_\_\_\_\_  
Authorized Representative

## 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 is 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)

G.F. Fulwood, Inc. DBA UNIVERSAL CONCEPTS

Authorized Signature:

Printed Name and Title of Person

Signing:

Date:

Firm's Address:

Contact's Email Address:

P.O. Box 56, Cumming GA 30028  
Sales@universalconcepts.us.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****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 statutes 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)

G. F. Fulwood, Inc. DBA Universal Concepts

Authorized Signature:

Printed Name and Title of  
Person Signing:

GREG FULWOOD

Date:

Firm's Address:

P.O. Box 56, Cumming, GA 30028

Contact's Email Address:

Sales@UniversalConcepts.us.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)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                            |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Form W-9</b><br>(Rev. November 2017)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. | Give Form to the<br>requester. Do not<br>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.<br><b>G. F. FULWOOD, INC.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                            |                                                           |
| 2 Business name/disregarded entity name, if different from above<br><b>UNIVERSAL CONCEPTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                            |                                                           |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                            |                                                           |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____<br/> <small>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.</small><br/> <input type="checkbox"/> Other (see instructions) ▶ _____         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation<br/> <input checked="" type="checkbox"/> S Corporation<br/> <input type="checkbox"/> Partnership<br/> <input type="checkbox"/> Trust/estate         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                            |                                                           |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                            |                                                           |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>P.O. Box 56</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                            | Requester's name and address (optional)                   |
| 6 City, state, and ZIP code<br><b>Cumming, GA 30028</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                            |                                                           |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                            |                                                           |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>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 <i>How to get a TIN</i> , later.<br><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |                                                           |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">           Social security number<br/> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> </div> <div style="width: 35%;">           or<br/>           Employer identification number<br/> <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <span>58</span><span>-</span><span>19</span><span>10</span><span>730</span> </div> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                            |                                                           |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>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<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><small>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.</small>                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                            |                                                           |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Sign Here<br/>           Signature of U.S. person ▶  </div> <div style="width: 45%;">           Date ▶ <b>7/29/19</b> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                            |                                                           |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br>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 <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>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:<br>• Form 1099-INT (interest earned or paid)<br>• Form 1099-DIV (dividends, including those from stocks or mutual funds)<br>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)<br>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)<br>• Form 1099-S (proceeds from real estate transactions)<br>• Form 1099-K (merchant card and third party network transactions)<br>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)<br>• Form 1099-C (canceled debt)<br>• Form 1099-A (acquisition or abandonment of secured property)<br>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later. |                                                                                                                                                                                            |                                                           |



**Affidavit Verifying Contractor Participation in Federal Work  
Authorization Program (E-Verify/I-9)**

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:

589362

Federal Work Authorization (E-Verify) User Identification Number

8/12

Date of Authorization

B.F. Fulwood, INC.

Name of Contractor

Holiday Services for City of Alpharetta

Name of Project

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

Executed on July 29, 2019 in Cummin (city), GA (state).

Signature of Authorized Officer or Agent

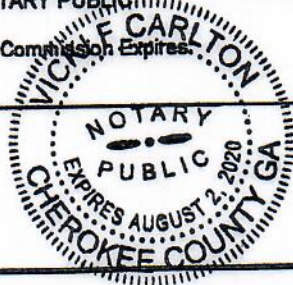
Lori Fulwood

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 29 DAY OF July, 2019.

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** — *N/A*

- 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

N/A

## City of Alpharetta

## Local Vendor Certification Form



Finance Department  
2 Park Plaza  
Alpharetta, GA 30009  
Phone: 678.297.5500  
Fax: 678.297.5503  
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 that 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 your 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 Sub-Subcontractor Participation in Federal Work  
Authorization Program (E-Verify/I-9)****AFFIDAVIT VERIFYING SUB-  
SUBCONTRACTOR PARTICIPATION IN  
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

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:

910749

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Wards R US Inc.

Name of Sub-subcontractor

Name of Project

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

Executed on July 30, 2019 in Downs (city), GA (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30 DAY OF July, 2019.Peyton Hargrove  
NOTARY PUBLIC07-04-23  
My Commission Expires



# City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Krista McDowell

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: FY20 PORTABLE WOOD CHIPPER REPLACEMENT

## II. RECOMMENDATION:

Please authorize the purchase of a 2019 Intimidator 18XP Brush Bandit in the amount of \$82,277.20 from Sourcewell Government Sales State Contract # 062117.

## 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: \$82,277.20

APPROPRIATIONS:

| ACCOUNT TITLE/NUMBER                                    | DOLLAR AMOUNT |
|---------------------------------------------------------|---------------|
| PW EQUIPMENT REPLACEMENT- 30141100-542100-C1802         | \$50,000.00   |
| STORMWATER DRAINAGE MAINTENANCE - 30241100-541430-C1216 | \$32,277.20   |

EXTERNAL FUNDING SOURCES:

| ACCOUNT TITLE/NUMBER | DOLLAR AMOUNT |
|----------------------|---------------|
| N/A                  | \$0.00        |
| NA                   | \$0.00        |

## IV. REPORT IN BRIEF:

The Public Works Department budgeted for a 2019 18XP Brush Bandit to replace a 1992 Brush Bandit Portable Wood Chipper Machine. The 1992 Brush Bandit Portable Wood Chipper Machine warrants replacement based on age and increasing repair costs. Due to its age (26 years), the expense of maintaining this 1992 Brush Bandit Portable Wood Chipper Machine is rapidly increasing and the repair parts are becoming increasingly harder to locate. This piece of equipment is used frequently to clear trees and brush from City Right-of-Way while recycling the debris into usable mulch for other project. The new Brush Bandits are equipped with the newest safety features, including but not limited to, auto feed, hydraulic chute adjustment, hydraulic wheel feed stop and a rear wench. All these features allow individuals to step away from the machine before feeding the debris through the unit. This unit will be used heavily by the Stormwater group, the rear wench will allow trees to be dragged up to the unit while clearing headwall outlets lowering the risk of injury from trying to cut and carry out in smaller pieces on slippery hillsides. Training on use of this new chipper is included for Public Works staff.

The 2019 Intimidator 18XP Brush Bandit will be purchased from Mason Tractor Company. On Sourcewell Contract # 062117, the discounted cost of utilizing this contract is \$10,987.80. Staff has contacted local vendors and was unable to get a quote at a better price than the contract pricing. Approximate delivery time is 90-120 days after receipt of Purchase Order. Per policy, the equipment being replaced will be surplus by the Finance Department.

## V. ALTERNATIVES:

## VI. ATTACHMENTS:







# MASON TRACTOR COMPANY

[www.MasonTractor.com](http://www.MasonTractor.com)

Mason Tractor & Equipment Co.  
5038 Buford Highway  
Norcross, GA 30071  
USA  
770-851-6871 (Phone)  
[randy@masontractorco.com](mailto:randy@masontractorco.com)

## QUOTATION

| Quote #                                                                                                                                                                                             | Quote Created                                              | Last Updated                                                                                                                                                                                                             | Salesperson                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 97514                                                                                                                                                                                               | August 7, 2019 04:08 PM<br>by Mason Tractor & Equipment Co | September 11, 2019 02:08 PM<br>by Mason Tractor & Equipment Co                                                                                                                                                           | Randy Rawlins                                                                                                                                                                                                        |
| <b>CUSTOMER:</b>                                                                                                                                                                                    |                                                            | <b>BILL TO:</b>                                                                                                                                                                                                          | <b>SHIP TO:</b>                                                                                                                                                                                                      |
| City of Alpharetta<br>2 Park Plaza<br>Alpharetta, GA. 30009<br>Usa<br>770-480-0305 (Phone)<br>Adam Orberson (Contact)<br><a href="mailto:aorberson@alpharetta.ga.us">aorberson@alpharetta.ga.us</a> |                                                            | Mason Tractor & Equipment Co., Inc.<br>P.O. Box 458<br>Blue Ridge, GA 30513<br>USA<br>706-632-0377 (Phone)<br>Sandi Chastain (Contact)<br><a href="mailto:schastain@masontractorco.com">schastain@masontractorco.com</a> | Mason Tractor & Equipment Co., Inc.<br>5038 Buford Highway<br>Norcross, GA 30071<br>USA<br>770-851-6871 (Phone)<br>Randy Rawlins (Contact)<br><a href="mailto:randy@masontractorco.com">randy@masontractorco.com</a> |

## INTIMIDATOR 18XP (18" DRUM STYLE) BRUSH BANDIT

| Qty | Part #     | Description                                      | Base Price  |
|-----|------------|--------------------------------------------------|-------------|
| 1   | MODEL-18XP | Intimidator 18XP - (18" Drum Style) Brush Bandit | \$ 37500.00 |

## STANDARD EQUIPMENT

| Qty | Part #   | Description                                                                                                                                                                            | Price   |
|-----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1   | STANDARD | 37" diameter x 22" wide drum with (4) 5/8" X 5 1/2" X 10" dual edge knives                                                                                                             | \$ 0.00 |
| 1   | STANDARD | "Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope                 | \$ 0.00 |
| 1   | STANDARD | Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.           | \$ 0.00 |
| 0   | STANDARD | 30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge                                                                                      | \$ 0.00 |
| 1   | STANDARD | 12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge                                                                                 | \$ 0.00 |
| 0   | STANDARD | Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 20" wide, driven by (2) 32.3 CID hydraulic motors.                  | \$ 0.00 |
| 1   | STANDARD | Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper) | \$ 0.00 |
| 1   | STANDARD | Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)                                                  | \$ 0.00 |
| 0   | STANDARD | 360 degree HAND crank, swivel discharge (height adjustable) with 12" adjustable chip deflector                                                                                         | \$ 0.00 |
| 1   | STANDARD | Clean out and inspection door on discharge                                                                                                                                             | \$ 0.00 |
| 0   | STANDARD | 33 1/2" high x 64" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists                                              | \$ 0.00 |
| 1   | STANDARD | (2) Last chance safety pull cables                                                                                                                                                     | \$ 0.00 |
| 1   | STANDARD | Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)                                                                     | \$ 0.00 |
| 1   | STANDARD | Wooden pusher tool with mount on infeed hopper                                                                                                                                         | \$ 0.00 |
| 1   | STANDARD | 3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue                                                                                                                | \$ 0.00 |
| 1   | STANDARD | Frame / Fender supports                                                                                                                                                                | \$ 0.00 |
| 1   | STANDARD | Lockable aluminum toolbox                                                                                                                                                              | \$ 0.00 |
| 1   | STANDARD | 3/8" (G70) safety chains with spring loaded latch hooks                                                                                                                                | \$ 0.00 |
| 1   | STANDARD | 8,000 pound capacity tongue jack with 15" of travel and foot pad                                                                                                                       | \$ 0.00 |

|   |          |                                                                                                                                                                                     |  |         |
|---|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------|
| 1 | STANDARD | 12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors. |  | \$ 0.00 |
| 1 | STANDARD | Banded chipper drive belts (adjustable via a sliding engine system)                                                                                                                 |  | \$ 0.00 |
| 1 | STANDARD | Pressure check kit - Gauge is NOT included                                                                                                                                          |  | \$ 0.00 |
| 1 | STANDARD | Weather resistant manual container                                                                                                                                                  |  | \$ 0.00 |
| 1 | STANDARD | Engine disable plug for hood locking pin-preventing engine from operating without pin in place                                                                                      |  | \$ 0.00 |
| 1 | STANDARD | Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy tethered to machine) and (1) engine operator's manual                           |  | \$ 0.00 |
| 1 | STANDARD | Spanish & English combination safety decals                                                                                                                                         |  | \$ 0.00 |

#### PAINT

| Qty | Part #    | Description                                      | Unit Price | Total   |
|-----|-----------|--------------------------------------------------|------------|---------|
| 1   | 333-32273 | Standard Imron Industrial Urethane Bandit Yellow | \$ 0.00    | \$ 0.00 |

#### ENGINE

| Qty | Part #         | Description                                                                                                                              | Unit Price  | Total       |
|-----|----------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1   | 990-RC1330-910 | John Deere 4045HFC09, 173 horsepower engine with NACD Spring Loaded clutch - Tier 4 FINAL (Includes 5 year / 5,000 hour engine warranty) | \$ 36695.00 | \$ 36695.00 |

#### CONTROL SYSTEM

| Qty | Part #      | Description                                                                                                                                     | Unit Price | Total      |
|-----|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1   | 911-6000-45 | Murphy PV380 panel with reversing auto feed for John Deere 173 horsepower diesel engines (Includes 1,000 CCA battery with aluminum battery box) | \$ 3000.00 | \$ 3000.00 |

#### CLUTCH

| Qty | Part #     | Description                                    | Unit Price | Total   |
|-----|------------|------------------------------------------------|------------|---------|
| 1   | 990-100962 | Standard manual clutch is included with engine | \$ 0.00    | \$ 0.00 |

#### DRIVE SYSTEM

| Qty | Part #             | Description                                                                  | Unit Price | Total     |
|-----|--------------------|------------------------------------------------------------------------------|------------|-----------|
| 1   | OPTION-911-5000-15 | High HP Drive System - (above 146 horsepower) - (Long Frame, 40 gallon tank) | \$ 995.00  | \$ 995.00 |

#### INFEED

| Qty | Part #             | Description                                                                                                                                                                                            | Unit Price | Total      |
|-----|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1   | OPTION-911-5000-75 | 33 1/2" high x 64" wide tapered heavy-duty infeed with weld on pan and infeed deflectors (Units with 25" wide feed wheels)                                                                             | \$ 325.00  | \$ 325.00  |
| 1   | OPTION-914-5000-13 | Dinamic winch with line docking station with electronic joystick feed assist (Includes 5/16" diameter x 200' Samson Amsteel blue rope with HD thimble installed) (Includes (1) manual rear stabilizer) | \$ 6175.00 | \$ 6175.00 |

#### FEED SYSTEM

| Qty | Part #             | Description                                                                                                      | Unit Price | Total      |
|-----|--------------------|------------------------------------------------------------------------------------------------------------------|------------|------------|
| 1   | OPTION-911-1003-76 | Super sized spring loaded slide box type feed system with (2) horizontal feed wheels 10 5/8" diameter x 25" wide | \$ 2375.00 | \$ 2375.00 |

#### LOGISTICS

| Qty | Part #             | Description                                                                                                                                                                              | Unit Price | Total     |
|-----|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1   | LOGISTICS-HANDLING | The fee is applied per machine for logistic costs and may be waived if a kit of two sets of knives are purchased alternatively. Only valid at the time of order. No change orders apply. | \$ 130.00  | \$ 130.00 |

#### AXLE

| Qty | Part #             | Description                                               | Unit Price | Total     |
|-----|--------------------|-----------------------------------------------------------|------------|-----------|
| 1   | OPTION-911-5000-42 | Single 12,000 pound leaf spring axle with electric brakes | \$ 675.00  | \$ 675.00 |

| TIRES/RIMS |                    |                                                                                   |            |           |
|------------|--------------------|-----------------------------------------------------------------------------------|------------|-----------|
| Qty        | Part #             | Description                                                                       | Unit Price | Total     |
| 1          | OPTION-911-5000-50 | (2) 235/75R 17.5" tires mounted on 8-bolt aluminum rims (8,000 pound axles on up) | \$ 775.00  | \$ 775.00 |

| FENDER |                  |                                                                 |            |           |
|--------|------------------|-----------------------------------------------------------------|------------|-----------|
| Qty    | Part #           | Description                                                     | Unit Price | Total     |
| 1      | OPTION-915-5000- | Heavy-duty aluminum bolt on fenders (Approximately 3/16" thick) | \$ 175.00  | \$ 175.00 |

| HITCH |            |                                   |            |         |
|-------|------------|-----------------------------------|------------|---------|
| Qty   | Part #     | Description                       | Unit Price | Total   |
| 1     | 990-100274 | 2-1/2" Wallace Forge Pintle Hitch | \$ 0.00    | \$ 0.00 |

| ADD-ON OPTIONS    |                    |                                                                                                                                                           |            |           |
|-------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Chipper Discharge |                    |                                                                                                                                                           |            |           |
| Qty               | Part #             | Description                                                                                                                                               | Unit Price | Total     |
| 1                 | OPTION-980-5000-92 | 270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops) | \$ 850.00  | \$ 850.00 |

| Chocks & Chock Holders |                  |                                                          |            |           |
|------------------------|------------------|----------------------------------------------------------|------------|-----------|
| Qty                    | Part #           | Description                                              | Unit Price | Total     |
| 1                      | OPTION-980-1000  | Aluminum Bolt On Chock Holders (Does not include chocks) | \$ 130.00  | \$ 130.00 |
| 1                      | OPTION-980-5001- | Rubber Wheel Chocks (2)                                  | \$ 90.00   | \$ 90.00  |

| Tongue |                  |                              |            |           |
|--------|------------------|------------------------------|------------|-----------|
| Qty    | Part #           | Description                  | Unit Price | Total     |
| 1      | OPTION-911-5000- | 12" longer stationary tongue | \$ 300.00  | \$ 300.00 |

| Tongue Jack |                  |                                                       |            |            |
|-------------|------------------|-------------------------------------------------------|------------|------------|
| Qty         | Part #           | Description                                           | Unit Price | Total      |
| 1           | OPTION-955-5000- | Hydraulic tongue jack with multiple position drop leg | \$ 1375.00 | \$ 1375.00 |

| CUSTOMER TOTALS |  |  |  |  |
|-----------------|--|--|--|--|
|-----------------|--|--|--|--|

|                              |           |               |
|------------------------------|-----------|---------------|
| Total Unit Price:            |           | \$ 91565.00   |
| Customer Discount:           | 12.0000 % | - \$ 10987.80 |
| Dealer Preparation/Delivery: |           | \$ 450.00     |
| Customer Net Unit Price:     |           | \$ 81027.20   |
| Freight/Shipping:            |           | \$ 1250.00    |
| Customer Total:              |           | \$ 82277.20   |

| COMMENTS |  |  |  |  |
|----------|--|--|--|--|
|----------|--|--|--|--|

Dating Note: By Mason Tractor & Equipment Co on 08/07/2019 04:17 PM

The 12% Discount is using Sourceweel Contract #:062117

Production Note: By Mason Tractor & Equipment Co on 09/11/2019 02:08 PM

I just received this same specs chipper today.

| SIGNATURE |  |  |  |  |
|-----------|--|--|--|--|
|-----------|--|--|--|--|

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X  
Signature \_\_\_\_\_

Date \_\_\_\_\_



## TERMS AND CONDITIONS

1. Buyer agrees to grant Bandit Industries, Inc., a security interest in the equipment covered by this order unit said equipment is paid in full.
2. This is a shipment contract and the goods shall be delivered F.O.B. Bandit Industries, Inc., Remus, Michigan. The risk of loss of the goods shall pass to the buyer as the goods are tendered to the carrier.
3. In the event Buyer defaults in the payment of any amounts due hereunder immediately due and payable without notice or demand, and shall have all of the remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Upon repossession of the equipment by Seller, any notices required to be given by Seller to Buyer with respect to the sale or other disposition. In the event of a default, Buyer agrees upon Seller's request to make the equipment available to the Seller at such place as Seller may designate.
4. The Buyer agrees to keep the above described property insured against loss or damage by fire, wind, theft and accident by an insurance company or companies is to be payable to the Seller as its interest may appear, and the policies to be delivered to and retained by the Seller until the purchase price is paid in full. Such insurance coverage shall begin when Seller tenders the goods to the carrier.
5. Any tax other governmental charge upon the production, sales, or shipment of the goods sold hereunder, now imposed, or hereafter becoming effective during the term of this agreement, shall be added to the price herein provided, and shall be paid by the Buyer to the Seller.
6. This shall become a binding contract and effective as of the date when, but not before, either:
  - (a) It has been accepted by the Seller at its executive office, or
  - (b) The equipment has been delivered to the Buyer with or without acceptance in writing. Notice of acceptance is hereby waived by the Purchaser. The Purchaser acknowledges receipt of a true and complete copy of its sales agreement.
7. Seller shall not be responsible for failure to ship according to the terms and conditions of this contract, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Seller: Provided that when such failure does not exist Seller shall perform this contract within a reasonable time.
8. There are no understandings, agreements, or representations, express or implied including any recording, merchantability, or fitness for a particular purpose, not specified herein, respecting this contract or the equipment hereunder. The contract and warranty are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
9. No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included with this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable by the Buyer.
10. This agreement can not be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
11. This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform code as adopted by the State of Michigan as effective and in force on the date of this agreement.
12. The counterpart of this contract held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between in and the signed copy.

Contract #: 062117

**Sourcewell**  
Formerly NJPA

Awarded Contract



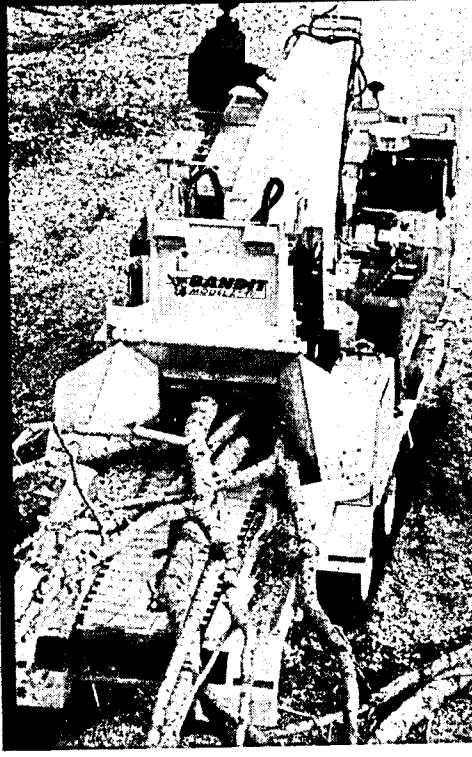
**Bandit**  
INDUSTRIES, INC.

6750 Millbrook Rd. • Remus, MI 49340 • 1-800-952-0178  
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**Contract #: 062117**



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FIND US ONLINE     [WWW.BANDITCHIPPERS.COM](http://WWW.BANDITCHIPPERS.COM)

 <http://www.banditchippers.com/dealers/>

050119-BAN | Sourcewell

 **Bandit Industries, Inc**

x sourcewell-mn.gov

sourcewell-mn.gov

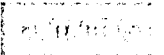
 **sourcewell-**

File Edit View Favorites Tools Help



# Bandit

INDUSTRIES, INC.



**HOME**

**BANDIT® EQUIPMENT**

## USED EQUIPMENT

## OUR DEALERS

## SUPPORT

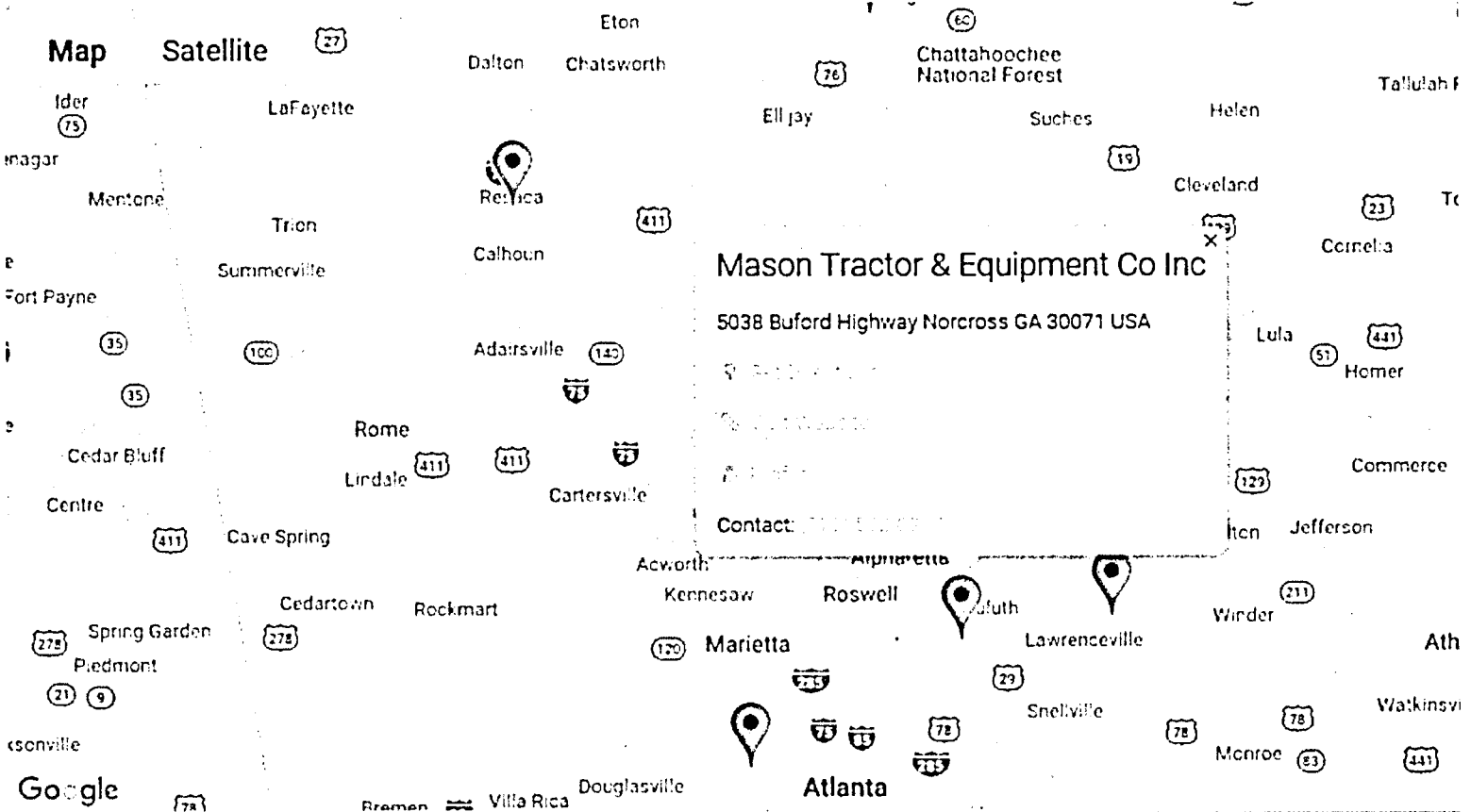
## IN THE FIELD

NEA

## Find A Dealer

Use the drop-down menu to navigate by product line, then location. If you have difficulty locating a Bandit dealer, conta

Product Line





Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST



Company Name: Bandit Industries, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA<br>ACCEPTS |
|--------------|-----------------------------------|-----------|-----------------|
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |
|              |                                   |           |                 |

Proposer's Signature: Bandit Date: 6/19/17

NJPA's clarification on exceptions listed above:

Review and Approved:  
[Signature] 8/14/17  
\_ NJPA Legal Department

**FORM D**



**GROUND MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES**

(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



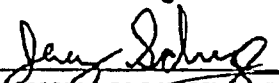
(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-BAN  
Proposer's full legal name: Bandit Industries, Inc.

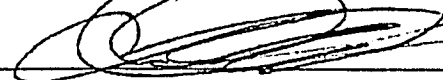
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauelle  
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-BAN

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Bandit Industries

Authorized Signatory's Title Assistant Sales Manager

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Brenda Lint  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

NJPA Contract # 062117-BAN

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**



By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Bandit Industries Inc.  
Address: 6750 Millbrook Road  
City/State/Zip: Remus MI 49340  
Telephone Number: 800-952-0178  
E-mail Address: brendalint@banditchippers.com  
Authorized Signature: Brenda Lint  
Authorized Name (printed): Brenda Lint  
Title: Assistant Sales Manager  
Date: 6/19/17

Notarized

Subscribed and sworn to before me this 19<sup>th</sup> day of June, 2017  
Notary Public in and for the County of Isabella State of Michigan  
My commission expires: Feb. 14, 2019  
Signature: Leaann Hanchett

LEAANN HANCHETT, Notary Public  
State of Michigan, County of Isabella  
My Commission Expires Feb. 14, 2019  
Acting in the County of Isabella



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Bandit Industries, Inc.

Questionnaire completed by: Brenda Lint

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?  
Net 30 days
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Bandit offers several leasing and financing options available through US Bank, GE, Susquehanna and National Cooperative Leasing (NCL). NCL is a current NJPA financing contract holder (#032615-NCL).

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Orders will be placed through the member's local dealer. The dealers will quote and order the machines through Bandit's dealer portal along with the purchase order from the member. The NJPA pricing is separate and all orders placed can be reported.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We do not accept the P-card payment process.

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Our detailed warranty structure and procedures are attached and include the process for filing a warranty claim, who to contact for warranty information and the warranty guidelines for each product line. The warranty process will be handled through the local dealer for that area.

- Do your warranties cover all products, parts, and labor? Parts only and labor is paid on a case by case basis.
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Yes 1 year or 2,000 hours.
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No.
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? We provide warranty repair in all areas.
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? Other OEM warranty coverages are handled through the individual manufacturer such as engines, axles, etc. However, Bandit will help to answer any questions and provide assistance when necessary.
  - What are your proposed exchange and return programs and policies? This does not apply to our equipment.
- 6) Describe any service contract options for the items included in your proposal. This does not apply to our equipment.

#### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- \*Hand-fed chippers – available from 6" to 21" diameter capacity, disc-style or drum-style, towable or self-propelled.
  - \*Stump Grinders – available from towable, track-mounted and self-propelled with a variety of cutting depths/swings.
  - \*Skid Steer Attachments – forestry mower and stump grinder from 60" to 72".
  - \*Whole Tree Chippers – available in disc-style or drum-style, towable or track-mounted with diameter capacities ranging from 18" to 36".
  - Track Carriers with stump grinder or forestry mower attachments from 72" to 108".
  - \*Beast Recyclers – available towable or track mounted with a variety of engine options including electric power with diameter capacities ranging from 24" to 45".
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing is listed individually by model with line items for each option available. The price model shows the standard equipment included with each machine and then allows the customer to choose the

power units and additional options they prefer. Each item shown is at list pricing and all members will receive a 12% discount from that price.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We are offering a 12% discount off list prices.

- 10) The pricing offered in this proposal is

- ☒ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Members will receive additional 3% for a total discount of 15% for orders of 3 or more at one time.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

This does not apply to our equipment.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Some of our dealers may charge a dealer prep fee which varies from \$150.00 to \$500.00 to cover their costs of prepping the machine and travel to customer location upon delivery. Shipping charges may also apply but may vary for each dealer.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight is charged from Bandit headquarters to the dealership. It is up to the individual dealerships on whether they want to charge freight to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipments for these areas will be handled by our dealers and coordinated through our shipping department. Customers are also able to source their own freight forwarders if they choose.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

All machines are prepped and checked prior to delivery by our dealers. Once the units are delivered the customers will receive proper safety and operation training to make sure they are able to operate the equipment safely.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing,



that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

All NJPA orders show the NJPA pricing configuration date on the quote. This allows us to ensure the dealer used the correct pricing on the dealer portal of our website where the order is placed. They also need to send in a copy of the PO from the municipality for verification.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Bandit will pay a 1% administrative fee.

#### Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to this RFP category.

1. Every machine is built by specialized teams using the highest quality components with solid welded construction. Our machines are known throughout the industry for their performance and quality.
2. The Bandit Backbone production support department is committed to customer service and support. These specialists can provide guidance on everything from machine functions to maintenance procedures, electrical systems and much more.
3. Five- year Bandit "Guts" Warranty – The Five-Year warranty covers the Bandit fabricated components of the disc/drum assembly and the slide box system to give you years of worry-free operation on every Bandit hand-fed chipper.

- 20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

This does not apply to our equipment.

Signature: Brenda Lutz Date: 6/19/17



# City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Krista McDowell

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: FY20 PUBLIC WORKS FLEET REPLACEMENTS

## II. RECOMMENDATION:

Please authorize the purchase of two 2020 Ford F-150 Trucks and one 2020 F-250 Service Cab Truck in the amount of \$117,822.00 from Allan Vigil Ford Government Sales on State Contract # 99999-SPD-ES40199373-002. Please authorize the purchase to expend up to \$15,000 for estimated costs associated with purchasing and installing necessary equipment for the vehicles (e.g. lightbars, graphics, tool racks and boxes).

## 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: \$132,822.00

APPROPRIATIONS:

| ACCOUNT TITLE/NUMBER          | DOLLAR AMOUNT |
|-------------------------------|---------------|
| FLEET - 30141100-542200-C1223 | \$132,822.00  |

EXTERNAL FUNDING SOURCES:

| ACCOUNT TITLE/NUMBER | DOLLAR AMOUNT |
|----------------------|---------------|
| NA                   | \$0.00        |

## IV. REPORT IN BRIEF:

As approved in the FY 20 budget, Public Works seeks approval to purchase two 2019 Ford F-150 Trucks and one 2019 F-250 Service Cab Truck in the amount of \$117,822.00. These vehicles will be replacements for older units that have reached the end of service and will be auctioned. The vehicles being replaced are as follows:

1. 1999 Ford F-150 4x4 (unit 81). This vehicle warrants replacement based on age. This will be replaced with a 2020 Ford F-150 4x4 Super Cab in the amount of \$30,911.00.
2. 2003 Crown Victoria (Unit 339). This vehicle warrant replacement based on age and repair needs. This will be replaced with a 2020 Ford F-150 4x4 Crew Cab Truck in the amount of \$33,306.00. This would allow the transportation of staff, and capable of towing and hauling, and use during inclement weather.
3. 2006 Ford F-250 Crew Cab 4x4 with Service Bed (Unit 500). This vehicle warrants replacement based on age and repair needs. This vehicle has recently been out of service due to multiple issues. This will be replaced with a 2020 Ford F-250 4x4 Crew Cab Service Truck in the amount of \$53,605.00.

All of the above vehicles will be purchased from Allan Vigil Ford Government Sales on State Contract # 99999-SPD-ES40199373-002.

Additionally, Public Works requests approval to expend up to \$15,000 for estimated costs associated with purchasing and installing necessary equipment for the vehicles (e.g. lightbars, graphics, tool racks and

boxes).

Funding for this initiative is requested from the Department's Capital Fleet account. Staff has contacted local vendors and unable to get lower pricing.

**V. ALTERNATIVES:**

**VI. ATTACHMENTS:**

2020 Ford F150 4x4 Crew Cab, 2020 Ford F150 4x4 Super Cab, 2020 Ford F250 4x4 Service Bed

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2020 Ford F150 (1/2 ton)

Regular Cab, 6 Cyl, 4x2, SWB

Base Price \$19,640.00

SWC #99999-SPD-ES40199373-002

## Equipment included in

### Base price

3.3L V6 Flex Fuel engine  
6 Speed Automatic Transmission  
Factory Installed A/C  
AM-FM Radio  
Solar Tinted Glass  
Power Steering/ABS Brakes  
Rear view back up camera  
Vinyl 40/20/40 Bench Seat  
Rubber Floor Covering  
Full Size Spare/ Step bumper  
Autolamp headlights  
Short Bed (6.5 ft)  
6500 GVWR  
P245/70R17 Tires  
Rain sensing wipers  
Exterior Colors

Interior Color  
Medium  
Gray

D1 Stone Gray  
PQ Race Red  
N1 Blue Jeans  
E7 Velocity Blue  
JS Iconic Silver X  
UM Agate Black  
J7 Magnetic  
YZ Oxford White  
E2 Magma Red (XLT  
Only)

School Bus Yellow is available at  
\$720.00 per vehicle

FOB Allan Vigil Ford  
Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES  
6790 Mt. Zion Blvd  
Morrow, GA 30260

770-968-0680 Phone  
678-364-3910 Fax

\* 5.0L V8 or 3.5L EcoBoost  
engine required  
\*\* Not available with regular  
cab short wheel base  
\*\*\* Requires 85A (Power W-L-M)  
\*\*\*\* Super cab & Crew cab only

NOTE: Auto Start/Stop is standard on all F150 engines

| Options                      | Price    | Code            |
|------------------------------|----------|-----------------|
| 5.0L V8 Flex Fuel engine     | 1,836.00 | \$1,836.00 995  |
| 3.5L V6 EcoBoost engine**    | 2,388.00 | 99G             |
| 2.7L V6 EcoBoost             | 916.00   | 99P             |
| Long Bed (8 ft)              | 285.00   | 145             |
| Extended range fuel tank**   | 410.00   | 655             |
| Super Cab (6.5 ft. bed)      | 2,525.00 | X1C             |
| Super Cab (8 ft. bed) *      | 3,690.00 | X1CLong         |
| 4x4 Option (All models)      | 2,645.00 | \$2,645.00 F1E  |
| Skid Plates                  | 155.00   | 413             |
| Crew Cab SWB (5.5 ft bed)    | 4,920.00 | \$4,920.00 W1Cs |
| Crew Cab LWB* (6.5 ft bed)   | 5,850.00 | W1CI            |
| Limited Slip Axle            | 525.00   | XL9             |
| Tilt / Cruise                | 215.00   | 50S             |
| Running boards (black)       | 262.00   | \$262.00 18B    |
| Daytime Running Lights       | 42.00    | \$42.00 942     |
| Power Windows/Locks/Mirrors  | 1,088.00 | included 85A    |
| Power Seat-requires 85A      | 345.00   | 91P             |
| Class IV Hitch (w/o tow pkg) | 100.00   | 53B             |
| Trailer Tow Pkg              | 555.00   | 53A             |
| Trailer Tow Pkg (w/101A pkg) | 916.00   | \$916.00 53A    |
| Tow Mirrors w/ spotlights*** | 495.00   | 54Y/59S         |
| XL w/ Power W-L-M, SYNC,     |          |                 |
| AM/FM, & Cruise control.     | 2,075.00 | \$2,075.00 101A |
| SYNC(Bluetooth)& Cruise con. | 795.00   | 52P/50S         |
| 40-20-40 Cloth Split Bench   | N/C      | CG              |
| Cloth Buckets w/console****  | 275.00   | WG              |
| Electric Brake Controller    | 265.00   | \$265.00 67T    |
| Fog Lights                   | 135.00   | 595             |
| Carpet w/ Mats               | 140.00   | 168             |
| XL SSV Package               | 49.00    | 66S             |
| XLT Package                  | 4,763.00 | 300A            |
| Navigation pkg (XLT Only)    | 755.00   | 50N             |
| Rear window defroster        | 305.00   | 57Q/924         |
| Aluminum Wheels & Bumpers    | 740.00   | 86A             |
| Box Side Steps               | 305.00   | 63S             |
| Tailgate Step                | 355.00   | 63T             |
| Reverse Sensing-requires     | 255.00   | \$255.00 76R    |
| 53A or 53B                   |          |                 |
| Spray-in Bedliner            | 375.00   | \$375.00 ATK    |

Options total \$13,591.00

Other vendor added equipment

Delivery \$75.00 OK

Total \$33,306.00 R Burtner

Contact person Allan Vigil

Agency Ford

Phone Number 9/25/2019

Fax number

July, 19



# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2020 Ford F150 (1/2 ton)

Regular Cab, 6 Cyl, 4x2, SWB

Base Price \$19,640.00

SWC #99999-SPD-ES40199373-002

## Equipment included in

### Base price

3.3L V6 Flex Fuel engine  
6 Speed Automatic Transmission  
Factory Installed A/C  
AM-FM Radio  
Solar Tinted Glass  
Power Steering/ABS Brakes  
Rear view back up camera  
Vinyl 40/20/40 Bench Seat  
Rubber Floor Covering  
Full Size Spare/ Step bumper  
Autolamp headlights  
Short Bed (6.5 ft)  
6500 GVWR  
P245/70R17 Tires  
Rain sensing wipers  
Exterior Colors

Interior Color  
Medium  
Gray

D1 Stone Gray  
PQ Race Red  
N1 Blue Jeans  
E7 Velocity Blue  
JS Iconic Silver X  
UM Agate Black  
J7 Magnetic  
YZ Oxford White  
E2 Magma Red (XLT  
Only)

School Bus Yellow is available at  
\$720.00 per vehicle

FOB Allan Vigil Ford  
Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

\* 5.0L V8 or 3.5L EcoBoost  
engine required

\*\* Not available with regular  
cab short wheel base

\*\*\* Requires 85A (Power W-L-M)

\*\*\*\* Super cab & Crew cab only

NOTE: Auto Start/Stop is standard on all F150 engines

| Options                                              | Price    |                   | Code    |
|------------------------------------------------------|----------|-------------------|---------|
| 5.0L V8 Flex Fuel engine                             | 1,836.00 | <u>\$1,836.00</u> | 995     |
| 3.5L V6 EcoBoost engine**                            | 2,388.00 |                   | 99G     |
| 2.7L V6 EcoBoost                                     | 916.00   |                   | 99P     |
| Long Bed (8 ft)                                      | 285.00   |                   | 145     |
| Extended range fuel tank**                           | 410.00   |                   | 655     |
| Super Cab (6.5 ft. bed)                              | 2,525.00 | <u>\$2,525.00</u> | X1C     |
| Super Cab (8 ft. bed) *                              | 3,690.00 |                   | X1CLong |
| 4x4 Option (All models)                              | 2,645.00 | <u>\$2,645.00</u> | F1E     |
| Skid Plates                                          | 155.00   |                   | 413     |
| Crew Cab SWB (5.5 ft bed)                            | 4,920.00 |                   | W1Cs    |
| Crew Cab LWB* (6.5 ft bed)                           | 5,850.00 |                   | W1CI    |
| Limited Slip Axle                                    | 525.00   |                   | XL9     |
| Tilt / Cruise                                        | 215.00   |                   | 50S     |
| Running boards (black)                               | 262.00   | <u>\$262.00</u>   | 18B     |
| Daytime Running Lights                               | 42.00    | <u>\$42.00</u>    | 942     |
| Power Windows/Locks/Mirrors                          | 1,088.00 | <u>included</u>   | 85A     |
| Power Seat-requires 85A                              | 345.00   |                   | 91P     |
| Class IV Hitch (w/o tow pkg)                         | 100.00   |                   | 53B     |
| Trailer Tow Pkg                                      | 555.00   |                   | 53A     |
| Trailer Tow Pkg (w/101A pkg)                         | 916.00   | <u>\$916.00</u>   | 53A     |
| Tow Mirrors w/ spotlights***                         | 495.00   |                   | 54Y/59S |
| XL w/ Power W-L-M, SYNC,<br>AM/FM, & Cruise control. | 2,075.00 | <u>\$2,075.00</u> | 101A    |
| SYNC(Bluetooth)& Cruise con.                         | 795.00   |                   | 52P/50S |
| 40-20-40 Cloth Split Bench                           | N/C      |                   | CG      |
| Cloth Buckets w/console****                          | 275.00   |                   | WG      |
| Electric Brake Controller                            | 265.00   | <u>\$265.00</u>   | 67T     |
| Fog Lights                                           | 135.00   |                   | 595     |
| Carpet w/ Mats                                       | 140.00   |                   | 168     |
| XL SSV Package                                       | 49.00    |                   | 66S     |
| XLT Package                                          | 4,763.00 |                   | 300A    |
| Navigation pkg (XLT Only)                            | 755.00   |                   | 50N     |
| Rear window defroster                                | 305.00   |                   | 57Q/924 |
| Aluminum Wheels & Bumpers                            | 740.00   |                   | 86A     |
| Box Side Steps                                       | 305.00   |                   | 63S     |
| Tailgate Step                                        | 355.00   |                   | 63T     |
| Reverse Sensing-requires<br>53A or 53B               | 255.00   | <u>\$255.00</u>   | 76R     |
| Spray-in Bedliner                                    | 375.00   | <u>\$375.00</u>   | ATK     |

|                              |                    |           |
|------------------------------|--------------------|-----------|
| Options total                | \$11,196.00        |           |
| Other vendor added equipment |                    |           |
| Delivery                     | <u>\$75.00</u>     | OK        |
| Total                        | <u>\$30,911.00</u> | R Burtner |

Contact person \_\_\_\_\_ Allan Vigil  
Agency \_\_\_\_\_ Ford  
Phone Number \_\_\_\_\_  
Fax number \_\_\_\_\_

July, 19

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2020 Ford F250 Regular Cab  
V8 Long Bed 4X2 (3/4 ton)

Base Price \$21,685.00

SWC #99999-SPD-ES40199373-002

Equipment included in  
Base price

6.2L V8 Gasoline/E85 Engine  
6 Speed Automatic Transmission  
Factory Installed A/C  
9800# GVWR  
AM-FM RadioMP3  
Ford Sync(Bluetooth)  
Power Steering  
Power ABS Brakes  
40/20/40 Vinyl Bench Seat  
Rubber Floor Covering  
Full Size Spare Tire  
Rear Step Bumper  
Solar Tinted Glass  
Trailer wiring harness  
2.5" Receiver Hitch (12.5k)  
Tilt Steering Wheel  
Rear View Camera(N/A w/ bed delete)  
Electric Shift (4X4 only)  
Colors Available  
Exterior Interior  
J7 Magnetic Grey  
PQ Race Red Grey  
N1 Blue Jeans Grey  
JS Iconic Silver Grey x  
D1 Stone Gray Grey  
UM Agate Black Grey  
Z1 Oxford White Grey

School Bus Yellow is available at  
\$654.00 per vehicle.

FOB Allan Vigil Ford  
Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES  
6790 Mt. Zion Blvd  
Morrow, GA 30260

770-968-0680 Phone  
800-821-5151 Toll Free  
678-364-3910 Fax

| Options                                         | Price    | Code            |
|-------------------------------------------------|----------|-----------------|
| 6.7L V8 Diesel Engine                           | 9,995.00 | 99T             |
| 7.3L Gas Engine                                 | 1,985.00 | 99N             |
| 4X4 Option                                      | 4,175.00 | \$4,175.00 F2B  |
| Skid Plates (4X4 only)                          | 95.00    | 41P             |
| LT245 All-terrain tires                         | 160.00   | TBM             |
| Super Cab Long Bed                              | 3,975.00 | X20I            |
| Super Cab Short Bed                             | 3,790.00 | X20s            |
| Crew Cab Long Bed                               | 4,165.00 | \$4,165.00 W20I |
| Crew Cab Short Bed                              | 4,010.00 | W20s            |
| Roof Clearance Lights                           | 89.00    | 592             |
| Cruise Control                                  | 225.00   | 525             |
| Cab Steps                                       | 355.00   | 18B             |
| Sirlus XM Radio                                 | 175.00   | 39S             |
| Limited Slip Axle                               | 365.00   | X3E             |
| Engine block heater                             | 85.00    | 41H             |
| PTO Transmission -diesel only                   | 270.00   | 62R             |
| Trailer Brake Controller                        | 255.00   | \$255.00 52B    |
| Daytime Running Lights                          | 42.00    | \$42.00 942     |
| Reverse Aid Sensor                              | 235.00   | 76R             |
| XL Value Pkg (cruise control<br>Chrome bumpers) | 675.00   | \$675.00 96V    |
| R.window defrost-requires 90L                   | 65.00    | 43B/924         |
| Power Windows,Locks,Mirrors                     | 1,050.00 | \$1,050.00 90L  |
| Cloth 40/20/40 Bench Seat                       | 295.00   | 1S              |
| Dual Alternators (Diesel only)                  | 331.00   | 67A             |
| 200 Amp HD Alternator                           | 80.00    | \$80.00 67E     |
| Upfitter Switches                               | 160.00   | \$160.00 66S    |
| Spray-in Bedliner                               | 395.00   | ATK             |
| Tailgate Step                                   | 345.00   | 85G             |
| Bed & Camera Delete                             | (249.00) | -\$249.00 66D   |
| Spring pkg for bed delete                       | 115.00   | \$115.00 63R    |
| RearView Camera w/bed delete                    | 378.00   | \$378.00 872    |
| XLT Package Upgrade                             | 5,590.00 | 603A            |
| Power Driver Seat (XLT only)                    | 1,349.00 | 17V             |
| CNG/Propane Prep pkg                            | 310.00   | 98F             |

Option total \$11,095.00  
Other vendor added equipment Svc bed \$20,750.00 w/lightbar  
Delivery \$75.00  
Total \$53,605.00 OK

Contact person Bob Elliott R Burtner  
Department City of Alpharetta- Public Works Allan Vigil  
Ford

Phone Number 770-480-0314  
Fax number 19-Aug

9/25/2019



550 Discovery Place.  
Mableton, GA 30126  
Phone: (770) 819-9146  
Fax: (770)-819-9184

9-12-19

Quote# 1266

Mrs. Krista McDowell & Mr. Bob Elliott  
City of Alpharetta GA

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

Provide and install one (1) 8ft Warner service body mounted on 2019 Ford F-250 Crew cab, 56ca, 4x4 with gas engine and automatic transmission.

Includes;

One (1) tool drawer unit mounted in street side front compartment, one 5 inch drawer and three 3 inch drawers

One (1) tool drawer unit mounted in curb side front compartment, one 5 inch drawer and three 3 inch drawers

One (1) shelf in both street and curb side horizontal compartments

Two (2) shelves in both street and curb side rear compartments

Master lock system

Two (2) Whelen ION wide angle strobes mounted on rear body panels, one each side

Spray bed liner in cargo area; floor, walls, front and compartment tops. Not on tailgate

Body painted base coat clear coat silver to match cab

2inch receiver hitch with 7 blade plug

Water cooler holder

Dimensions 2000w inverter mounted under rear bench seat in cab, includes deep cycle battery and battery box

**Total, FOB Mableton, GA**

**Total \$16,525.00**

**OPTIONAL:**

One (1) Whelen Legacy light bar, built to request, mounted on Acari light bar mount. \$4,225.00

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please don't hesitate to call.

Sincerely,

Eric Eubanks  
Territory Sales Manager North GA  
Cherokee Truck Equipment LLC  
Eric.eubanks@cherokeetruck.com  
770-819-9146 (O)  
404-710-0344# (C)

This quote is good for 30 days from the above stated date. There has been no applicable taxes applied to this quote. All orders are COD without an approved Cherokee Truck Equipment billing account. All credit and debit card payments are subject to additional processing fees incurred by Cherokee Truck Equipment, up to 3% of total amount due.

#### Terms and Conditions of Sale

1. Orders. All customer ("Customer") orders are subject to acceptance or rejection by Cherokee Truck Equipment, LLC (Cherokee). No orders may be changed in any manner, without the prior written consent of Cherokee.
2. Cancellation. After acceptance, orders may not be cancelled without Cherokee's written consent, terms that will compensate Cherokee fully for any loss or damage sustained by Cherokee, or third party providers, as a result of such cancellation.
3. Performance. Customer acknowledges that Cherokee cannot be responsible for production delays of the chassis manufacturer, body manufacturer, equipment manufacturer or any other third party provider of materials, parts, suppliers or services, which are not under Cherokee's direction or control. Therefore, Customer agrees that Cherokee will not be liable for damages of any kind resulting from performance or delivery delays occasioned by or attributable to such third parties. In addition, Cherokee will not be liable for damages of any kind arising from failure to complete performance of this agreement in accordance with its terms (including delivery date) if such failure is due to wars, strikes, floods, fires, accidents, delays in transportation or other acts of force majeure, or other causes beyond Cherokee's reasonable control.
4. Prices. Cherokee bases its contract price upon the prices quoted by Cherokee's suppliers and manufacturers. All orders are subject to a pass-through to Customer of any price increase imposed on Cherokee by Cherokee's manufacturers or suppliers.
5. Payment. Payment is due, in full, upon delivery of vehicle and/or equipment, unless alternate arrangements have been made and documented, in writing, by Cherokee. All orders paid for with credit / debit card are subject to credit card processing fees of 3% of total order amount. If for any reason Customer defaults in any payment owed to Cherokee, Customer agrees to be responsible for all costs incurred by Cherokee in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days from invoice date shall bear interest at the rate of 1½ % per month (18% per annum), or the maximum allowed by law, whichever is less.
6. Mounting Prices. It is the Customer's responsibility to provide Cherokee a chassis that meets the specifications published by Cherokee's suppliers. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge to be billed at the standard supplier factory labor rate.
7. No Express Warranty/Disclaimer of Implied Warranties. Cherokee makes no warranty with respect to products or component parts manufactured by others and supplied to Cherokee by such third parties. The only warranties offered with respect to such products or parts, if any, are those offered by the manufacturer of such products or parts. In addition, CHEROKEE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Cherokee further disclaims any liability for loss of product, profits, time or any other direct or indirect or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of Cherokee is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of Cherokee.
8. Effective January 1, 2019 all customers will be charged drive time and mileage on all warranty road calls. Drive time is \$50 an hour, round trip, per technician and mileage is \$1.50 a mile round trip. Diagnostic labor will be evaluated at that time as to whether the customer or the warranty vendor will be charged. A credit card or PO will be required for all on-site warranty diagnostics and repair.
9. Choice of Law and Venue. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Any claim against Cherokee arising from or related to these Terms and Conditions, or the underlying sale to which these Terms and Conditions apply, must be filed and adjudicated in a court of competent jurisdiction in Hamilton County, Tennessee, or the United States District Court for the Eastern District of Tennessee.
10. Amendment. Cherokee may rescind, amend, modify or otherwise alter these Terms and Conditions in Cherokee's sole discretion. The applicable terms and conditions of any sale by Cherokee shall be those attached to and made part of Cherokee's Order Acknowledgement, Invoice, or Delivery Receipt with respect to such sale.
11. Entire Agreement. The Order Acknowledgement, Invoice or Delivery Receipt to which these terms and conditions are attached, together with these Terms and Conditions, contain the complete and final agreement between the parties hereto with respect to the sale and purchase transaction embodied herein, and no Customer-supplied purchase order terms, verbal agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on Cherokee unless agreed to in writing by an authorized representative of Cherokee.

Accepted By: \_\_\_\_\_ (signature)

Company: \_\_\_\_\_

Name: \_\_\_\_\_ (Printed)





# City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Arash Moradkhani

Sponsored By:

Meeting Date: October 21, 2019

## I. AGENDA ITEM TITLE: FY20 ON-CALL PAVEMENT MARKINGS

## II. RECOMMENDATION:

Please award RFP 20-106 to Blackjack Paving, Sealcoating & Striping, LLC, and approve a task order under this contract in the amount of \$150,175.00 for restoration of pavement markings associated with the FY20 milling and resurfacing project and maintenance or upgrades to existing roads 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: THE ESTIMATED STRIPING COST OF  
ROADS INCLUDED IN THE FY20 MILLING AND RESURFACING  
PROJECT IS \$150,175.00.

APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                | <u>DOLLAR AMOUNT</u> |
|--------------------------------------------|----------------------|
| Striping & Signage (30141100-541410-C1215) | \$150,175.00         |

EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
| N/A                         | \$0.00               |

## IV. REPORT IN BRIEF:

The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars toward the milling, resurfacing and striping of these roads. The scope of the striping work includes, but is not limited to, preparation of site layout, the installation of painted traffic stripe, thermoplastic traffic stripe, high build markings for bike routes, removal of existing pavement markings, and removal of temporary marking tapes.

The previous contract for Pavement Markings On-Call Services ended on October 5, 2019. The Public Works Department staff, in conjunction with Finance staff, prepared RFP 20-106 and advertised in July 2019.

Proposals were received on August 22, 2019 and consisted of three responses which were submitted to the Evaluation Committee for review and ranking. Each proposal was evaluated based on the following criteria: firm experience, capabilities, references (67%); cost (30%); and Alpharetta local vendor preference (3%). The resulting weighted scores, out of 100, were as follows:

1. Blackjack Paving, Sealcoating & Striping, LLC (77.19 points)
2. Roadside Specialties, LLC (68.13 points)
3. Peek Pavement Marking, LLC (56.8 points)

Based upon the results of the RFP, staff recommends the award of RFP 20-106 to Blackjack Paving, Sealcoating & Striping, LLC for Pavement Markings On-Call Services for 5 years.

The FY20 request is for the replacement of lane striping, stop bars, crosswalks and high build markings along

the following roads listed as part of the FY20 Milling and Resurfacing project:

1. Canton Street from Hopewell Road to Highway 9.
2. Canton Street from Mayfield Road to Hopewell Road.
3. Clubhouse Drive from Lake Windward Drive to Lakeshore Overlook.
4. Clubhouse Drive from Windward Parkway to Lake Windward Drive.
5. Hopewell Road from Canton Street to City Limits.
6. Lake Windward Drive from Harbour Ridge Drive to Clubhouse Drive.
7. Lake Windward Drive from Lake Windward Overlook to Harbour Ridge Drive.
8. Lake Windward Drive from Webb Bridge Road to Lake Windward Overlook.
9. Norcross Street from Cul De Sac to end.
10. North Point Parkway from Old Milton Parkway to Webb Bridge Road.
11. North Point Parkway from Webb Bridge Road to Windward Parkway.
12. Old Milton Parkway from Wills Road to Highway 9.
13. Windward Parkway from Highway 9 to Cogburn Road.

In addition, this request is for replacement of thermoplastic stop bars and / or crosswalks (no lane striping) at the following roads listed as part of the FY20 Milling and Resurfacing project:

1. Bellflower Drive from Park Bridge Parkway to Goldenrod Drive.
2. Brook Forest Court from Park Brooke Trace to Cul De Sac.
3. Brookview Court from Park Brooke Trace to Cul De Sac.
4. Brookline Court from Brookline Drive to Cul De Sac.
5. Brookline Drive from Park Brooke Drive to Cul De Sac.
6. Caney Creek Landing from Newport Bay Passage to Cul De Sac.
7. Crabapple Chase Drive from Rucker Road to Highway 372.
8. Crabapple Tree Court from Crabapple Chase Drive to Cul De Sac.
9. Golf Club Drive from Windward Parkway to Club Court.
10. Laurelwood Farm Drive from Rucker Road to Cul De Sac.
11. Lauren Hall Court from Waters Road to Lauren Hall Court.
12. Mayfield Manor Drive from Mayfield Road to Richards Circle.
13. Park Glenn Drive from Webb Bridge Road to Cul De Sac.
14. Schooner Ridge from Southlake Drive to Southlake Drive.

**V. ALTERNATIVES:**

**VI. ATTACHMENTS:**

20-106 - On-Call Pavement Markings - Scoring Summary, Blackjack Price Quote and Estimation of FY20 Milling and Resurfacing Projects Striping



## 20-106 - On-Call Pavement Markings Scoring Summary

### Active Submissions

|                                                     | Total     | Experience,Capabilities,References,<br>Cover letter | Cost (Bid Table and<br>Sample Projects) | LVP     | Disclosure-<br>Debarment |
|-----------------------------------------------------|-----------|-----------------------------------------------------|-----------------------------------------|---------|--------------------------|
| Supplier                                            | / 100 pts | / 67 pts                                            | / 30 pts                                | / 3 pts | Pass/Fail                |
| Blackjack Paving,<br>Sealcoating & Striping,<br>LLC | 77.19 pts | 49.13 pts                                           | 28.06 pts<br>(\$141,245.00)             | 0 pts   | Pass                     |
| Roadside Specialties,<br>LLC                        | 68.13 pts | 49.13 pts                                           | 18.99 pts<br>(\$208,644.70)             | 0 pts   | Pass                     |
| PEEK PAVEMENT<br>MARKING, LLC                       | 56.8 pts  | 26.8 pts                                            | 30 pts (\$132,105.00)                   | 0 pts   | Pass                     |



| E-Verify  | IRS Form W-9 | Authorized Signer | DUNS      | Proof of Insurance |
|-----------|--------------|-------------------|-----------|--------------------|
| Pass/Fail | Pass/Fail    | Pass/Fail         | Pass/Fail | Pass/Fail          |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| Pass      | Pass         | Pass              | Pass      | Pass               |





## 20-106 - On-Call Pavement Markings Blackjack Paving, Sealcoating & Striping, LLC

### Scoring Summary

#### Evaluation Group 1 - Initial Finance Evaluation

|                  | Total      | LVP     | Disclosure-Debarment |
|------------------|------------|---------|----------------------|
| Reviewer         | / 3 pts    | / 3 pts | Pass/Fail            |
| Debora Westbrook | 0 pts      | 0 / 5   | Pass                 |
|                  | Average:   | 0 / 5   | Pass                 |
|                  | Consensus: | -       | -                    |
|                  |            | ↓       | ↓                    |
| Calculated:      | 0 pts      | 0 pts   | Pass                 |

#### Evaluation Group 2 - Technical Evaluation

|                | Total    | Experience,Capabilities,Referen<br>ces, Cover letter |
|----------------|----------|------------------------------------------------------|
| Reviewer       | / 67 pts | / 67 pts                                             |
| Robert Newton  | 53.6 pts | 4 / 5                                                |
| Geoffrey Sarra | 40.2 pts | 3 / 5                                                |

|                  |            |           |
|------------------|------------|-----------|
| Arash Moradkhani | 53.6 pts   | 4 / 5     |
|                  | Average:   | 3.667 / 5 |
|                  | Consensus: | -         |
|                  |            | ↓         |
| Calculated:      | 49.13 pts  | 49.13 pts |

### Evaluation Group 3 - Cost Proposal Evaluation

|                  | Total      | Cost (Bid Table and Sample Projects) |
|------------------|------------|--------------------------------------|
| Reviewer         | / 30 pts   | / 30 pts                             |
| Debora Westbrook | 28.06 pts  | \$141,245.00                         |
|                  | Average:   | \$141,245.00                         |
|                  | Consensus: | -                                    |
|                  |            | ↓                                    |
| Calculated:      | 28.06 pts  | 28.06 pts (\$141,245.00)             |

## Scoring Comments

### Experience,Capabilities,References, Cover letter - Reviewer Scores

| Reviewer      | Score | Reason                           | Comments                                             |
|---------------|-------|----------------------------------|------------------------------------------------------|
| Robert Newton | 4 / 5 | High level of detail in response | Attention to detail and able to stick to scheduling. |

|                  |       |                                  |                                                                                                                                                                                                                                                                                                                                 |
|------------------|-------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Geoffrey Sarra   | 3 / 5 | Other                            | Meets expectations. City has had good experiences in working with this vendor. I am concerned that references do not include any projects of a significant scope - no demonstration of on-call type work.                                                                                                                       |
| Arash Moradkhani | 4 / 5 | Meets or exceeds my expectations | This contractor has provided great service to the City over the past couple of years. They are well disciplined and organized in all project phases such as providing price quotes, scheduling the work, work implementation, and sending final invoices. Blackjack Paving provides both long and short line pavement markings. |

### Cost (Bid Table and Sample Projects) - Reviewer Scores

| Reviewer         | Score                    | Reason | Comments                                                 |
|------------------|--------------------------|--------|----------------------------------------------------------|
| Debora Westbrook | 28.06 pts (\$141,245.00) | -      | Weighted score of sample project. (4.68 out of 5) x 0.30 |

### LVP - Reviewer Scores

| Reviewer | Score | Reason | Comments |
|----------|-------|--------|----------|
|----------|-------|--------|----------|



|                  |       |       |                  |
|------------------|-------|-------|------------------|
| Debora Westbrook | 0 / 5 | Other | Does not Qualify |
|------------------|-------|-------|------------------|

### Disclosure-Debarment - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### E-Verify - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### IRS Form W-9 - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### Authorized Signer - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |





## DUNS - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

## Proof of Insurance - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |



| E-Verify  | IRS Form W-9 | Authorized Signer | DUNS      | Proof of Insurance |
|-----------|--------------|-------------------|-----------|--------------------|
| Pass/Fail | Pass/Fail    | Pass/Fail         | Pass/Fail | Pass/Fail          |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| -         | -            | -                 | -         | -                  |
| ↓         | ↓            | ↓                 | ↓         | ↓                  |
| Pass      | Pass         | Pass              | Pass      | Pass               |



## 20-106 - On-Call Pavement Markings

### Roadside Specialties, LLC

## Scoring Summary

### Evaluation Group 1 - Initial Finance Evaluation

|                  | Total      | LVP     | Disclosure-Debarment |
|------------------|------------|---------|----------------------|
| Reviewer         | / 3 pts    | / 3 pts | Pass/Fail            |
| Debora Westbrook | 0 pts      | 0 / 5   | Pass                 |
|                  | Average:   | 0 / 5   | Pass                 |
|                  | Consensus: | -       | -                    |
|                  |            | ↓       | ↓                    |
| Calculated:      | 0 pts      | 0 pts   | Pass                 |

### Evaluation Group 2 - Technical Evaluation

|                | Total    | Experience, Capabilities, References, Cover letter |
|----------------|----------|----------------------------------------------------|
| Reviewer       | / 67 pts | / 67 pts                                           |
| Robert Newton  | 53.6 pts | 4 / 5                                              |
| Geoffrey Sarra | 40.2 pts | 3 / 5                                              |



|                  |            |           |
|------------------|------------|-----------|
| Arash Moradkhani | 53.6 pts   | 4 / 5     |
|                  | Average:   | 3.667 / 5 |
|                  | Consensus: | -         |
|                  |            | ↓         |
| Calculated:      | 49.13 pts  | 49.13 pts |

### Evaluation Group 3 - Cost Proposal Evaluation

|                  | Total      | Cost (Bid Table and Sample Projects) |
|------------------|------------|--------------------------------------|
| Reviewer         | / 30 pts   | / 30 pts                             |
| Debora Westbrook | 18.99 pts  | \$208,644.70                         |
|                  | Average:   | \$208,644.70                         |
|                  | Consensus: | -                                    |
|                  |            | ↓                                    |
| Calculated:      | 18.99 pts  | 18.99 pts (\$208,644.70)             |

## Scoring Comments

### Experience,Capabilities,References, Cover letter - Reviewer Scores

| Reviewer      | Score | Reason                  | Comments    |
|---------------|-------|-------------------------|-------------|
| Robert Newton | 4 / 5 | Well-supported claim(s) | Scheduling. |



|                  |       |                                    |                                                                                                                                                                                                                                                                                                                          |
|------------------|-------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Geoffrey Sarra   | 3 / 5 | Mostly complete response           | Vendor failed to include company resources (equipment list) which were provided in other vendor submittals. Some concern over company location. Previous experience with larger contracts is a plus.                                                                                                                     |
| Arash Moradkhani | 4 / 5 | Strongly fits desired attribute(s) | According to the proposal, they provide all required pavement marking services the City needs. I don't see any limitations that would hinder their quality service to the City. Especially because Roadside Specialties, LLC has been a contractor for one of the neighboring Cities (Sandy Springs) for multiple years. |

### Cost (Bid Table and Sample Projects) - Reviewer Scores

| Reviewer         | Score                    | Reason | Comments                                                 |
|------------------|--------------------------|--------|----------------------------------------------------------|
| Debora Westbrook | 18.99 pts (\$208,644.70) | -      | Weighted score of sample project. (3.17 out of 5) x 0.30 |

### LVP - Reviewer Scores

| Reviewer         | Score | Reason | Comments       |
|------------------|-------|--------|----------------|
| Debora Westbrook | 0 / 5 | Other  | Does not apply |



### Disclosure-Debarment - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### E-Verify - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### IRS Form W-9 - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### Authorized Signer - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### DUNS - Reviewer Scores



| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### Proof of Insurance - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |



| E-Verify  | IRS Form W-9 | Authorized Signer | DUNS      | Proof of Insurance |
|-----------|--------------|-------------------|-----------|--------------------|
| Pass/Fail | Pass/Fail    | Pass/Fail         | Pass/Fail | Pass/Fail          |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| -         | -            | -                 | -         | -                  |
| ↓         | ↓            | ↓                 | ↓         | ↓                  |
| Pass      | Pass         | Pass              | Pass      | Pass               |





## 20-106 - On-Call Pavement Markings

### PEEK PAVEMENT MARKING, LLC

## Scoring Summary

### Evaluation Group 1 - Initial Finance Evaluation

|                  | Total      | LVP     | Disclosure-Debarment |
|------------------|------------|---------|----------------------|
| Reviewer         | / 3 pts    | / 3 pts | Pass/Fail            |
| Debora Westbrook | 0 pts      | 0 / 5   | Pass                 |
|                  | Average:   | 0 / 5   | Pass                 |
|                  | Consensus: | -       | -                    |
|                  |            | ↓       | ↓                    |
| Calculated:      | 0 pts      | 0 pts   | Pass                 |

### Evaluation Group 2 - Technical Evaluation

|                | Total    | Experience,Capabilities,Referen<br>ces, Cover letter |
|----------------|----------|------------------------------------------------------|
| Reviewer       | / 67 pts | / 67 pts                                             |
| Robert Newton  | 26.8 pts | 2 / 5                                                |
| Geoffrey Sarra | 40.2 pts | 3 / 5                                                |

|                  |            |          |
|------------------|------------|----------|
| Arash Moradkhani | 13.4 pts   | 1 / 5    |
|                  | Average:   | 2 / 5    |
|                  | Consensus: | -        |
|                  |            | ↓        |
| Calculated:      | 26.8 pts   | 26.8 pts |

### Evaluation Group 3 - Cost Proposal Evaluation

|                  | Total      | Cost (Bid Table and Sample Projects) |
|------------------|------------|--------------------------------------|
| Reviewer         | / 30 pts   | / 30 pts                             |
| Debora Westbrook | 30 pts     | \$132,105.00                         |
|                  | Average:   | \$132,105.00                         |
|                  | Consensus: | -                                    |
|                  |            | ↓                                    |
| Calculated:      | 30 pts     | 30 pts (\$132,105.00)                |

## Scoring Comments

### Experience,Capabilities,References, Cover letter - Reviewer Scores

| Reviewer      | Score | Reason                          | Comments                                     |
|---------------|-------|---------------------------------|----------------------------------------------|
| Robert Newton | 2 / 5 | Partially meets my expectations | Often fails to meet deadlines and schedules. |

|                  |       |                                  |                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------|-------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Geoffrey Sarra   | 3 / 5 | Other                            | While Peek appears to have the greatest resources of the three vendors to deliver on work and excellent comparable work experience, the City has had great difficulty in having them follow through on assigned tasks under the current on-call contract.                                                                                                                                    |
| Arash Moradkhani | 1 / 5 | Poor level of detail in response | I have found this contractor not responsive in several occasions. Unlike what they have provided in their proposal, they are not that professional. Peek Pavement Marking LLC has delayed the City's projects for several months on multiple times. Although they have all necessary equipment to handle pavement marking jobs, but they are not accountable due to lack of committed staff. |

### Cost (Bid Table and Sample Projects) - Reviewer Scores

| Reviewer         | Score                 | Reason | Comments                                                |
|------------------|-----------------------|--------|---------------------------------------------------------|
| Debora Westbrook | 30 pts (\$132,105.00) | -      | Weighted score of sample project. (5.0 out of 5) x 0.30 |

### LVP - Reviewer Scores



| Reviewer         | Score | Reason | Comments         |
|------------------|-------|--------|------------------|
| Debora Westbrook | 0 / 5 | Other  | Does not Qualify |

### Disclosure-Debarment - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### E-Verify - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### IRS Form W-9 - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

### Authorized Signer - Reviewer Scores

| Reviewer | Score | Reason | Comments |
|----------|-------|--------|----------|
|----------|-------|--------|----------|





|                  |      |                          |           |
|------------------|------|--------------------------|-----------|
| Debora Westbrook | Pass | Meets the requirement(s) | Completed |
|------------------|------|--------------------------|-----------|

## DUNS - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |

## Proof of Insurance - Reviewer Scores

| Reviewer         | Score | Reason                   | Comments  |
|------------------|-------|--------------------------|-----------|
| Debora Westbrook | Pass  | Meets the requirement(s) | Completed |



| E-Verify  | IRS Form W-9 | Authorized Signer | DUNS      | Proof of Insurance |
|-----------|--------------|-------------------|-----------|--------------------|
| Pass/Fail | Pass/Fail    | Pass/Fail         | Pass/Fail | Pass/Fail          |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| Pass      | Pass         | Pass              | Pass      | Pass               |
| -         | -            | -                 | -         | -                  |
| ↓         | ↓            | ↓                 | ↓         | ↓                  |
| Pass      | Pass         | Pass              | Pass      | Pass               |

**Blackjack Paving, Sealcoating & Striping, LLC**

98 Howell Avenue  
Fairburn, GA 30213



Office (678) 364-9696    Fax (678) 364-9327

www.blackjackpaving.com

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 10/9/2019 | 22569      |

**Bill To**

City of Alpharetta  
Public Works  
1790 Hembree Road  
Alpharetta, GA 30009

**Project**

Fiscal Year 2020:  
Milling and Resurfacing Striping

**Joey**

Joey Hoffman  
770.549.9789

**Email**

joey@blackjackpaving.com

| Description                                                                                                                                                                                                                                                                                                                                  | Total      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| The following figure is the estimated cost of layout, long line thermoplastic, thermoplastic handwork, and long line high build traffic paint for sites included in 2020 milling and resurfacing spreadsheet                                                                                                                                 | 150,175.00 |
| A large, semi-transparent watermark of the company logo is centered across the table. It features the word "BLACKJACK" in large, bold, black letters with a red outline, and "PAVING. SEALING. STRIPING." in smaller black letters below it. The logo is set against a black background with yellow and white diagonal stripes on the sides. |            |
| Thank you for your business!                                                                                                                                                                                                                                                                                                                 |            |

**Customer Signature** \_\_\_\_\_

**Total**

\$150,175.00

Acceptance of Proposal. Signing below acknowledges the acceptance of the above pricing, and work specifications. Payment is due upon completion of the project. All legal and court costs incurred in the collection of monies owed according to this signed contract will be the responsibility of the customer. Interest of 3% will be charged on all accounts over 30 days. Prices good for 30 days.

## 2020 STRIPING FOR MILLING & RESURFACING:

[illegible]





# City Council Meeting STAFF REPORT

Submitting Department: Legal

Submitted By: Sam Thomas

Sponsored By:

Meeting Date: October 21, 2019

---

**I. AGENDA ITEM TITLE:** RESOLUTION AND P&S AGREEMENT WITH FULTON COUNTY BOARD OF EDUCATION

**II. RECOMMENDATION:**

Please approve a Resolution and an Agreement for Purchase and Sale of Real Estate with New Prospect Elementary School / Fulton County Board of Education for 1.8 acres located on Kimball Bridge Road.

**III. REPORT IN BRIEF:**

**IV. ALTERNATIVES:**

**V. ATTACHMENTS:**

Resolution Auth Exec of Agt for Purc Sale - FCBOE (1.8 acres on Kimball Bridge Road Rockmill Road)

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BY AND BETWEEN THE FULTON COUNTY BOARD OF EDUCATION AND THE CITY OF ALPHARETTA (THE "AGREEMENT"); AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH, INCLUDING STANDARD AND CUSTOMARY CLOSING DOCUMENTS; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION**

**WHEREAS**, the City of Alpharetta (the "City"), a city and body politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase or otherwise acquire real property; and

**WHEREAS**, the Mayor and Council have determined that a need exists for the acquisition of certain real property (1.8 acres) owned by the Fulton County Board of Education, the governing body of the Fulton County School District, a political subdivision of the State of Georgia; and

**WHEREAS**, in order to acquire such real property, the City proposes to enter into that certain Agreement, substantially in the proposed form presented to the Mayor and Council at this meeting attached hereto as Exhibit "A" and spread upon the minutes thereof; and

**WHEREAS**, the Mayor and Council deem it for the benefit of the City and for the efficient and effective administration thereof to enter into the Agreement and such other standard and customary closing documents as may be necessary and appropriate to consummate the transaction;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the governing body of the governing body of the City as follows:

Section 1.     Approval of Agreement.     The terms and provisions of the Agreement are hereby approved in substantially the form presented, attached as Exhibit "A", and spread upon the minutes of this meeting, with such minor insertions, omissions and changes as shall be approved by the Mayor and City Attorney (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval.

Section 2.     Other Actions Authorized.     The Authorized Officials are authorized and shall take all action necessary or

reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transaction contemplated by the Agreement and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

**SO RESOLVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF ALPHARETTA, GEORGIA

By: \_\_\_\_\_  
Jim Gilvin, Mayor

COUNCIL MEMBERS

\_\_\_\_\_  
Jason Binder

\_\_\_\_\_  
Ben Burnett

\_\_\_\_\_  
John Hipes

\_\_\_\_\_  
Dan Merkel

(SEAL)

Attest: \_\_\_\_\_  
Donald Mitchell

\_\_\_\_\_  
Erin Cobb, City Clerk

\_\_\_\_\_  
Karen Richard

Exhibit "A"

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

(Approximately 1.8 +/- acres of unimproved land comprised of a portion of a larger 21 +/- acre tract located on Kimball Bridge Road, Alpharetta, GA 30022, and being a portion of Tax Parcel Identification No: 12 299008490214)

This AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between FULTON COUNTY BOARD OF EDUCATION, the governing body of the Fulton County School District, a political subdivision of the State of Georgia (the "Seller") and the CITY OF ALPHARETTA, a municipality of the State of Georgia (the "Buyer").

Statement of Background

WHEREAS, Seller owns 21+/- acres of real property located on Kimball Bridge Road, Alpharetta Georgia known as "New Prospect Elementary School" which property includes 1.8 acres +/- of unimproved land and which is more particularly described on the attached Exhibit "A" (said 1.8 +/- acres of land being hereinafter referred to as the "Property").

WHEREAS, Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer on and subject to the terms and conditions

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and to codify and to implement the above described agreements and understandings of the parties hereto, Seller and Buyer hereby agree as follows:

1. Conveyance of the Property. Seller agrees that it will sell the Property to Buyer, and Buyer agrees that it will purchase the Property from Seller, each subject to and on the terms and conditions set forth in this Agreement.

2. Purchase Price, Payment and Additional Consideration. The Purchase Price for the Property is Buyer Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller in full at the Closing (as defined below) by federal wire transfer of funds to the escrow account of Nelson Mullins Riley & Scarborough, LLP pursuant to the wire instructions to be provided prior to Closing. In addition to the Purchase Price, Buyer agrees to and shall construct or enhance and widen a pedestrian walkway along Kimball Bridge Road leading to the New Prospect Elementary School from the new neighborhood to be developed on the properties west of New Prospect Elementary School. Buyer's agreement to construct or enhance and widen said pedestrian walkway shall survive Closing and not merge into the Deed.

3. Closing. The closing of the purchase and sale of the Property (the "Closing") shall take place at the offices of Seller's counsel, Nelson Mullins Scarborough & Riley, LLP, 201 17th Street, NW, Suite 1700, Atlanta, Georgia 30363 on or before 1:00 p.m. EDT within thirty (30) days following the Effective Date of this Agreement ( the "Closing Date").



4. Real Estate Taxes/Transfer Tax. Buyer and Seller are both exempt from real estate taxes and assessments imposed by any governmental authority ("Taxes") with respect to the Property, therefore no taxes will be prorated at the Closing. Seller is exempt for any obligation to pay any real estate transfer tax with respect to the Deed.

5. Title. Seller shall convey the Property to Buyer at Closing by a Quitclaim Deed in the form attached as Exhibit "B." Buyer acknowledges and agrees that such conveyance shall be made on an "AS-IS/WHERE-IS" basis. This section shall survive Closing.

6. Closing. On the Closing Date:

(a) Seller shall execute and deliver to Buyer:

- (i) a Quitclaim Deed conveying the Property "AS-IS/WHERE-IS";
- (ii) an owner's title affidavit in the form of Exhibit "C";
- (iii) a settlement statement (the "Settlement Statement"); and
- (iv) reasonable evidence of Seller's authority to consummate this transaction.

(b) Buyer shall execute and deliver the Settlement Statement, reasonable evidence of Buyer's authority to consummate this transaction, and shall remit the Purchase Price by federal wire transfer of funds in the manner set out in Section 2 above.

(c) Seller shall pay Seller's attorneys' fees.

(d) Buyer shall pay the cost to record the Deed, the costs and expenses associated with preparation of any title commitment and the premium for its owner's policy of title insurance, and Buyer's attorneys' fees.

7. Warranties, and Representations.

(a) Seller Warranties, Representations and Covenants. Seller represents and warrants to Buyer that Seller is a political subdivision of the State of Georgia validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, subject however to public vote as required by law.

(b) Buyer Warranties, Representations and Additional Covenants. Buyer represents and warrants to Seller that Buyer is validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder shall have been duly authorized by Buyer prior to the Closing Date.

8. Conditions to Closing: The obligations of the parties to consummate the purchase and sale of the Property and the other transactions contemplated herein on the Closing Date shall be subject to the satisfaction or performance of the following on or before the Closing Date:

- (a) Approval of this Agreement by the Fulton County Board of Education by public vote.
- (b) Approval of this transaction by Buyer's City Council's public vote, if required by law.
- (c) Buyer's full compliance with Buyer's obligations hereunder.
- (d) The representations and warranties of Buyer shall be true and correct in all material respects when made and as of the Closing Date.

9. As-Is/Where-Is. Buyer acknowledges that except for Seller's representations, warranties and covenants contained herein neither Seller, nor anyone acting or claiming to act for or on behalf of Seller, has made any representations, warranties, promises or statements to Buyer concerning the Property. Except as to Seller's representations, warranties and covenants contained in this Agreement, Buyer will be acquiring the Property in the Property's "AS-IS/WHERE-IS" condition. This section shall survive Closing.

10. Broker. Seller and Buyer each warrant and represent each to the other party hereto that it has not employed, retained, or consulted any broker, agent or finder in connection with any of the transactions contemplated by this Agreement. This section shall survive Closing or any earlier termination hereof.

11. Notices. All notices, elections and communications permitted or required hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address for such recipient as set forth on the signature page to this Agreement, regardless of whether actually received. Notices may be given by local courier, or by FedEx or similar overnight courier service or by email with next day delivery by a nationally recognized overnight courier service, and notices may be given by counsel for the parties.

12. Remedies.

(a) *Of Seller.* If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances which constitute a default by Buyer under this Agreement, Seller may terminate this Agreement or shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

(b) *Of Buyer.* If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Buyer shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

13. Miscellaneous.

(a) *Binding Effect.* This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, which assignment must be approved by Seller, consent not to be unreasonably withheld, delayed or conditioned.

(b) *Survival.* All the representations, warranties, covenants, terms and conditions of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price.

(c) *Entire Agreement.* This Agreement supersedes all prior discussions, negotiations and agreements between or among any of the parties hereto with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between or among any of the parties hereto with respect thereto.

(d) *Modification.* This Agreement shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(e) *Applicable Law.* This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(f) *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

(g) *Time.* Time is and shall be of the essence of this Agreement.

(h) *Effective Date.* The effective date of this Agreement (the "Effective Date") shall be later of the respective dates on which the Seller and Buyer executes and delivers this Agreement to the other party, and, upon such execution and delivery, the Effective Date shall be inserted in the preamble of each counterpart of this Agreement.

(i) *Incorporation of Exhibits.* All Exhibits referred to hereinabove in this Agreement and which are attached hereto are hereby incorporated into this Agreement, and shall have the same force and effect as if the contents thereof were set forth in the body of this Agreement.

(j) *Surviving Provisions.* Any Sections herein or parts thereof which are expressly described as surviving Closing hereunder or any earlier termination of this Agreement, as applicable, are collectively referred to in this Agreement as the "Surviving Provisions".

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereinafter set forth.

SELLER:

**FULTON COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_

Name: Linda Bryant, Board Chair/President

**Attest:**

By: \_\_\_\_\_

Name: Mike Looney, Ed.D.

Title: Superintendent

Date of Signature: \_\_\_\_\_

Notice Address:

Fulton County Board of Education

6201 Powers Ferry Road

Atlanta, GA 30339

Attn: William Boyajan, Director of Land  
Management

Tel.: (470) 254-2213

With a copy to:

Nelson Mullins Riley & Scarborough LLP

201 17<sup>th</sup> Street NW, Suite 1700

Atlanta, Georgia 30363

Attn: Cheryl V. Shaw, Esq.

Tel.: 404.322.6139

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



BUYER:

CITY OF ALPHARETTA, a political subdivision  
of the State of Georgia

By: \_\_\_\_\_

Name: Jim Gilvin

Its: Mayor

Date: \_\_\_\_\_

Notice Address:

City of Alpharetta

2 Park Plaza

Alpharetta, Georgia 30009

Attention: Robert J. Regus

Telephone: (678)297-6000

With a copy to:

Bovis, Kyle, Burch & Medlin, LLC

200 Ashford Center North

Suite 500

Atlanta, Georgia 30338-2680

Attention: C. Sam Thomas

Telephone: (770)391-9100

3349698

**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 808 and 849 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of Kimball Bridge Road (a 60 foot right of way) and the common boundary line between property of the Board of Education of Fulton County Georgia and property owned by Courtenay Partners, LLC (incorrectly shown on the survey described below as Samantha Associates, LLC.), and run South 72 degrees 59 minutes 24 seconds West along said common boundary line a distance of 653.93 feet to the point of beginning (the "Point of Beginning"). From the Point of Beginning, continue South 72 degrees 59 minutes 24 seconds West along said common boundary line a distance of 60.00 feet; thence continue South 72 degrees 59 minutes 24 seconds West along said common boundary line a distance of 272.40 feet to the centerline of a creek; thence running along the creek South 31 degrees 26 minutes 05 seconds East a distance of 26.42 feet to a point; continuing thence along the creek South 48 degrees 21 minutes 36 seconds East a distance of 41.41 feet to a point; continuing thence along the creek South 65 degrees 32 minutes 08 seconds East a distance of 65.26 feet to a point; continuing thence along the creek South 62 degrees 45 minutes 13 seconds East a distance of 48.48 feet to a point; continuing thence along the creek South 25 degrees 36 minutes 55 seconds West a distance of 34.00 feet to a point; continuing thence along the creek South 26 degrees 25 minutes 29 seconds East a distance of 82.92 feet to a point; continuing thence along the creek South 34 degrees 03 minutes 47 seconds East a distance of 34.27 feet to a point on the northeastern right of way line of Rock Mill Road (right of way varies); running thence along the northeastern right of way line of Rock Mill Road South 72 degrees 06 minutes 21 seconds East a distance of 54.81 feet to a point; continuing thence along the northeastern right of way line of Rock Mill Road South 69 degrees 28 minutes 49 seconds East a distance of 44.83 feet to a point; continuing thence along the northeastern right of way line of Rock Mill Road South 69 degrees 28 minutes 49 seconds East a distance of 60.59 feet to a point, which point is 22.60 feet, as measured along said northeastern right of way line of Rock Mill Road (said right of way line running South 69 degrees 28 minutes 49 seconds East from such point), from the intersection of the northeastern right of way line of Rock Mill Road and the Land Lot Line between Land Lots 808 and 849 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section, Fulton County, Georgia; running thence North 28 degrees 30 minutes 00 seconds East a distance of 55.90 feet to a point; running thence north along the arc of a curve to the left, said arc being subtended by a chord line having a bearing of North 05 degrees 52 minutes 30 seconds East and a chord length of 130.30 feet and said curve having a radius of 169.35 feet, an arc distance of 133.75 feet to a point; running thence North 16 degrees 45 minutes 00 seconds West a distance of 213.95 feet to the Point of Beginning; containing 82,105 square feet of land, as shown on Survey for Stanley Martin Homes, prepared Bates-Long & Associates (Fred Wilson Long, Georgia Land Surveyor #1685), dated April 4, 2019 and revised April 9, 2019.

EXHIBIT B  
FORM OF QUITCLAIM DEED

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Space Above This Line for Recorder's Use

After recording, return to:

Cheryl V. Shaw, Esq.  
Nelson Mullins Riley & Scarborough, L.L.P.  
Atlantic Station/Suite 1700  
201 17<sup>th</sup> Street, NW  
Atlanta, GA 30363

STATE OF GEORGIA

COUNTY OF FULTON

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia and the governing body of the Fulton County Schools (hereinafter called "Grantor"), in favor of **CITY OF ALPHARETTA, GA** a municipality of the State of Georgia (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

**WITNESSETH**

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and forever quitclaim and convey unto Grantee, all the right, title, interest, claim or demand which Grantor has in and to:

ALL THAT TRACT or parcel lying and being in Land Lots 808 and 849 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section of Fulton County, Alpharetta, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, so that neither Grantor, no any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to said Property.

Grantor makes no warranty, express or implied or otherwise, as to its title, if any to the Property or the condition of the Property, which is conveyed AS-IS/WHERE-IS without representation or warranty of any kind.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and sealed on its behalf by its duly authorized representative the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

Commission Expiration Date:  
\_\_\_\_\_

[NOTARIAL SEAL]

**GRANTOR:**

**FULTON COUNTY BOARD OF  
EDUCATION**

By: \_\_\_\_\_ (L.S.)  
Name: Linda Bryant, Board Chair &  
President

**Attest:**

By: \_\_\_\_\_ (L.S.)  
Name: Mike Looney, Ed.D.  
Title: Superintendent



**EXHIBIT C**  
**Form of Owner's Affidavit**

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me the undersigned officer, Mike Looney, Ed.D. (“**Deponent**”), who, being duly sworn according to law, deposes and says on oath as follows, to the best of Deponent's actual knowledge without investigation or inquiry:

1. That Deponent is the Superintendent for the FULTON COUNTY BOARD OF EDUCATION, the governing body of the Fulton County Schools (the “**Owner**”), and as such, has personal knowledge of the facts sworn to in this Affidavit.

2. That the Owner is the Owner of certain real estate (the “**Property**”), a description of which is attached hereto as Exhibit “A” and made a part hereof.

3. That the Owner is in open, exclusive, notorious, continuous, adverse and peaceable possession of the Property.

4. That the Owner has approved the conveyance of the Property by public vote as required by law.

\_\_\_\_\_(SEAL)  
Mike Looney, Ed.D., Superintendent

Sworn to and subscribed  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)



# City Council Meeting STAFF REPORT

Submitting Department: Legal

Submitted By: Sam Thomas

Sponsored By:

Meeting Date: October 21, 2019

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**I. AGENDA ITEM TITLE:** RESOLUTION AND TEASLEY STREET IGA WITH FULTON COUNTY BOARD OF EDUCATION

**II. RECOMMENDATION:**

Please approve a Resolution and the Intergovernmental Agreement (IGA) with the Fulton County Board of Education modifying the City's post closing obligations to construct improvements on Teasley Street.

**III. REPORT IN BRIEF:**

**IV. ALTERNATIVES:**

**V. ATTACHMENTS:**

Resolution Auth Exec of IGA with FCBOE (.268 acres - Teasley Street)

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,  
GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF THAT CERTAIN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE FULTON COUNTY  
BOARD OF EDUCATION AND THE CITY OF ALPHARETTA (THE "IGA");  
AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS  
REQUIRED IN CONNECTION THEREWITH, INCLUDING STANDARD AND  
CUSTOMARY CLOSING DOCUMENTS; AND AUTHORIZING ALL OTHER ACTIONS  
NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY  
THIS RESOLUTION**

**WHEREAS**, the City of Alpharetta (the "City"), a city and body politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase or otherwise acquire real property; and

**WHEREAS**, the Mayor and Council have determined that a need exists for the acquisition of certain real property (.268 acres) owned by the Fulton County Board of Education, the governing body of the Fulton County School District, a political subdivision of the State of Georgia; and

**WHEREAS**, in order to acquire such real property, the City proposes to enter into that certain IGA, substantially in the proposed form presented to the Mayor and Council at this meeting attached hereto as Exhibit "A" and spread upon the minutes thereof; and

**WHEREAS**, in addition to the transfer of such real estate, the parties also desire to memorialize other post-closing obligations arising out of that certain Purchase and Sale Agreement between the parties dated April 13, 2017; and

**WHEREAS**, the Mayor and Council deem it for the benefit of the City and for the efficient and effective administration thereof to enter into the IGA and such other standard and customary closing documents as may be necessary and appropriate to consummate the transactions;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the governing body of the governing body of the City as follows:

Section 1. Approval of IGA. The terms and provisions of the IGA are hereby approved in substantially the form presented, attached as Exhibit "A", and spread upon the minutes of this meeting, with such minor insertions, omissions and changes as shall be approved by the Mayor and City Attorney (the "Authorized

Officials") executing the same, the execution of such documents being conclusive evidence of such approval.

Section 2. Other Actions Authorized. The Authorized Officials are authorized and shall take all action necessary or reasonably required by the parties to the IGA to carry out, give effect to and consummate the transaction contemplated by the IGA and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the IGA.

Section 3. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

**SO RESOLVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF ALPHARETTA, GEORGIA

By: \_\_\_\_\_  
Jim Gilvin, Mayor

COUNCIL MEMBERS

\_\_\_\_\_  
Jason Binder

\_\_\_\_\_  
Ben Burnett

\_\_\_\_\_  
John Hipes

\_\_\_\_\_  
Dan Merkel

(SEAL)

Attest: \_\_\_\_\_  
Donald Mitchell

\_\_\_\_\_  
Erin Cobb, City Clerk  
3473857

\_\_\_\_\_  
Karen Richard



**INTERGOVERNMENTAL AGREEMENT**

This **INTERGOVERNMENTAL AGREEMENT** (the "IGA") is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia, and the governing body of the Fulton County School District ("FCS") and the **CITY OF ALPHARETTA**, a municipality of the State of Georgia (the "City") (FCS and City being collectively referred to herein as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, on or about May 19, 2017, City acquired from FCS a portion of a driveway formerly known as Teasley Street at the former Milton Center, 125 Milton Avenue f/k/a 86 School Drive, Alpharetta, Georgia comprised of approximately 0.268 acres and which is more particularly described on the attached **Exhibit "A"** (the "**Entrance Driveway**"), pursuant to that certain Purchase and Sale Agreement dated April 13, 2017 executed by the Parties (the "**PSA**"); and

**WHEREAS**, the terms of the PSA required City to construct certain post-closing improvements on the Entrance Driveway following City's acquisition of the Entrance Driveway; and

**WHEREAS**, the Parties desire to modify City's post-closing obligations under the PSA as more particularly hereinafter set forth herein.

NOW, THEREFORE, for \$10.00 in hand paid, and for and in consideration of the mutual and reciprocal covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms not otherwise defined in this IGA shall have the meaning given such terms in the PSA.

2. **Road Improvements.**

a. Notwithstanding the terms and conditions set forth in the PSA, the Parties hereby agree that FCS will construct the Specific Road Improvements (as defined below). FCS will construct a 6-foot-wide sidewalk along the west side of the Entrance Driveway, add traffic calming measures (speed bumps) to the Entrance Driveway where appropriate to reduce speed to 10 m.p.h., resurface and restripe the Entrance Driveway, extend the existing 36-inch reinforced concrete pipe at the south end of the Entrance Driveway, and install 24-inch curbs and gutter on the west side of the Entrance Driveway, as generally depicted in the construction documents approved by the City and to be later attached hereto as **Exhibit "A-1"** (collectively, the "**Specific Road Improvements**"). City agrees to and shall reimburse FCS for the cost of completing the Specific Road Improvements; specifically, on the Effective Date of this IGA, City shall pay to FCS the sum of Fifty Thousand Dollars (\$50,000.00) for the cost of the Specific Road Improvements. FCS shall also construct certain additional improvements including both a new through-lane and a right-turn exit lane on Teasley Street, as also depicted on the construction documents

approved by the City and to be later attached hereto as **Exhibit "A-1"** (the "**Additional Specific Road Improvements**").

b. The Parties hereby agree that City will construct, at City's sole cost and expense, certain road improvements required by Section 7.3 of that Traffic Impact Study for North STEM High School by A&R Engineering Inc. dated September 25, 2017, at pages 21-22. Specifically, City will extend the eastbound left-turn lane on Milton Avenue to Teasley Street approximately ninety (90) more feet to equal a total of two hundred (200) feet of "left-turn storage"; and City will install and align a crosswalk with the east side of the intersection of Teasley Street and Milton Avenue (collectively the "**Traffic Study Road Improvements**"). City will complete the construction of the Traffic Study Road Improvements no later than May 30, 2020. All costs related to general maintenance and repair for the Traffic Study Road Improvements shall be paid by City and shall not be passed on to or borne by FCS whether in the form of assessments or otherwise.

3. **Ownership of Entrance Driveway; Dedication; Maintenance.** The parties agree and acknowledge that the reverter in the May 19, 2017 Quitclaim Deed recorded at Deed Book 57678, Page 125, occurred on or about May 19, 2019, such that FCS now owns the Entrance Driveway. Upon completion of the Specific Road Improvements and Additional Specific Road Improvements, FCS agrees to convey and dedicate to City by quitclaim deed the Entrance Driveway, additional width along the Entrance Driveway, and an additional two-foot strip (collectively, the "**Extension**"), such conveyance totaling approximately 0.466 acre, all as shown on **Exhibit "B"** attached hereto. The parties will agree upon the final, exact area and dimensions of the Entrance Driveway and Extension to be conveyed, via a formal survey to be obtained by FCS. Upon and subsequent to that conveyance, all costs related to general maintenance and repair for the Entrance Driveway and Extension shall be paid by City and shall not be passed on to or borne by FCS whether in the form of assessments or otherwise.

4. **Dedication of Milton Avenue Right-of-Way.** In consideration of the City's construction of the Traffic Study Road Improvements, FCS agrees to convey and dedicate to City by quitclaim deed a certain portion of FCS's property along Milton Avenue having an area of approximately 0.009 acre as shown on **Exhibit "B"** attached hereto (the "**Milton Avenue Dedication**"). The parties will agree upon the final, exact area and dimensions of the Milton Avenue Dedication to be conveyed, via a formal survey to be obtained by FCS. Upon and subsequent to that conveyance, all costs related to general maintenance and repair for the Milton Avenue Dedication and improvements thereto shall be paid by City and shall not be passed on to or borne by FCS whether in the form of assessments or otherwise.

5. **Counterparts; Electronic Signatures.** This IGA may be executed in two or more counterpart originals which, taken together, shall constitute a single original. This IGA may also be executed and transmitted by one or more parties using electronic signature and email, which the parties agree shall be binding for all purposes and shall constitute an original signature.

6. **Notices.** All notices, elections and communications permitted or required hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address for such recipient as set forth on the signature pages to this IGA,

regardless of whether actually received. Notices may be given by personal delivery, or by FedEx or similar nationally recognized overnight courier service, or by email with next day delivery by a nationally recognized overnight courier service, and notices may be given by and to counsel for the parties.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed under seal, effective as of the date first above written.

**FCS:**

**FULTON COUNTY BOARD OF EDUCATION,**  
the governing body of the Fulton County School District,  
a political subdivision of the State of Georgia

By: Linda Bryant  
Name: Linda P. Bryant  
Its: Board Chair/President

Attest: Dr. Michael Looney  
Name: Dr. Michael Looney  
Its: Superintendent

**Notice Address:**

Fulton County Board of Education  
c/o Office of Land Management  
Fulton County Schools  
6201 Powers Ferry Road, NW  
Atlanta, GA 30039  
Attn: Mr. William C. Boyajan, Director of Land Management  
Tel.: (470) 254-2213  
BoyajanWC@FultonSchools.org

**With a copy to:**

Nelson Mullins Riley & Scarborough LLP  
201 17<sup>th</sup> Street NW, Suite 1700  
Atlanta, GA 30363  
Attn: Cheryl V. Shaw, Esq.  
Tel.: (404) 322-6139

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]



**CITY:**

**CITY OF ALPHARETTA**, a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Mayor

Approved as to Form:

By: \_\_\_\_\_  
C. Sam Thomas, City Attorney

**Notice Address:**

City of Alpharetta  
2 Park Plaza  
Alpharetta, GA 30009  
Attn: Robert J. Regus  
Tel.: (678) 297-6000

**With a copy to:**

Bovis, Kyle, Burch & Medlin, LLC  
200 Ashford Center North, Suite 500  
Atlanta, GA 30338-2668  
Attn: C. Sam Thomas, Esq.  
Tel.: (770) 391-9100

**EXHIBIT "A"**  
**Legal Description of Entrance Driveway**

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at the northerly end of the mitered right of way intersection of westerly right of way of Canton Street (right of way varies) and the northerly right of way of Milton Avenue (right of way varies); thence along the northerly right of way of Milton Avenue the following courses and distances: S 60°44'12" W a distance of 47.40 feet to a point at the southerly end of the mitered intersection; thence N 39°29'58" W a distance of 15.94 feet to an iron pin found; thence N 88°48'55" W a distance of 131.98 feet to the **POINT OF BEGINNING**; thence continue along said right of way of Milton Avenue N 88°48'55" W a distance of 67.99 feet to a point; thence N 00°02'51" W a distance of 276.93 feet to a point; thence N 75°40'28" E a distance of 41.27 feet to a point; thence S 00°02'51" E a distance of 259.98 feet to a point; thence S 44°25'53" E a distance of 40.00 feet to the **POINT OF BEGINNING**. Said tract contains 11,689 square feet or 0.268 acres.

# **EXHIBIT "B"** **DEPICTION OF ENTRANCE DRIVEWAY, EXTENSION AND MILTON AVENUE** **DEDICATION**

