



CITY COUNCIL MEETING & PUBLIC HEARING AUGUST 7, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **BOARDS & COMMISSIONS**
 - A. **Planning Commission: Appointment by Mayor Pro Tem Merkel**
 - B. **Design Review Board: Appointment by Council Member Hipes**
 - C. **Swearing-in of Board & Commission Members**
5. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Proclamation: 811 Day**
6. **CONSENT AGENDA**
 - A. **City Council Work Session Minutes of July 17, 2023**
Approval of the City Council Work Session minutes from the meeting of July 17, 2023 at 5:30 p.m.
 - B. **City Council Meeting Minutes (Meeting of July 17, 2023 at 6:30 pm)**
Approval of the City Council meeting minutes from the meeting of July 17, 2023 at 6:30 pm.
 - C. **Alcoholic Beverage License Applications**
Consideration of approval of the following alcoholic beverage license applications:
 1. **PH-23-AB-14 SJ Market Holdings, LLC d/b/a Jack's Feed Store 241 South Main Street, Alpharetta, GA 30009**
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: SJ Market Holdings, LLC
Registered Agent: David Filipowicz
 2. **PH-23-AB-15 Ikigai Nikkei, LLC d/b/a Little Tokyo Sushi & Grill 5815 Windward Parkway #209, Alpharetta, GA 30005**
Eating Establishment
Consumption on Premises
Adding Distilled Spirits to an existing Beer, Wine & Sunday Sales license
Owner: Ikigai Nikkei, LLC
Registered Agent: Plietty Pastor
 3. **PH-23-AB-16 Ponko Alpharetta, LLC 220 South Main Street, Suite J, Alpharetta, GA 30005**
Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Ponko Alpharetta, LLC
Registered Agent: Richard Herrmann

D. The Atley Developer Agreement

Consideration of approval of a private developer agreement for the "The Atley" subdivision between the City of Alpharetta and The Providence Group (GRBK Haynes, LLC).

7. NEW BUSINESS

A. Contract Award for Request for Proposal #23-110: Emergency Medical Services Equipment and Supplies

Consideration of approval of the award of RFP 23-110 to Bound Tree Medical, LLC and Henry Schein, Inc., in order to purchase emergency medical equipment and supplies, and authorize the Mayor to execute all necessary documents.

B. Purchase Approval: Mimecast Email, Web Security, and Cybersecurity Training with Verinext

Consideration of approval of a purchase order to Verinext, as the vendor to provide the annual Mimecast Subscription in the amount of \$51,222.22.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
"811 Day"**

- WHEREAS:** In 2005, the Federal Communications Commission designated the number "811" to create a simple number that contractors, homeowners, and other professionals could use to contact utility operators to request the location of underground lines before digging underground; and
- WHEREAS:** Unfortunately, each year in Georgia, underground infrastructure is damaged thousands of times by individuals who do not locate underground lines prior to digging, which causes service interruptions, environmental damage, and even safety concerns; and
- WHEREAS:** The North Fulton Utility Coordinating Committee, an organization dedicated to preventing damage to underground utilities in our community, heavily promotes the importance of National 811 Notification System and how using "811" can help prevent damage within our community; and
- WHEREAS:** By using safe digging practices and contacting "811", contractors and professionals working in Alpharetta can help Alpharetta residents and business owners not only save time and money, but also help keep our infrastructure safe and connected.
- NOW, THEREFORE:** We, the Mayor and City Council of the City of Alpharetta do hereby proclaim August 11, 2023, to be **811 Day** in the City of Alpharetta, and encourage everyone working and living in the City of Alpharetta to do their part to prevent dangerous and disruptive accidents by contacting "811" before digging.
- SO PROCLAIMED:** This 7th day of August 2023, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 7, 2023

AGENDA ITEM:

City Council Work Session Minutes of July 17, 2023

Approval of the City Council Work Session minutes from the meeting of July 17, 2023 at 5:30 p.m.

STAFF RECOMMENDATION:

Approve the City Council Work Session minutes from July 17, 2023 at 5:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Work Session that occurred on July 17, 2023.

ALTERNATIVES:

ATTACHMENTS:

1. CC WS Minutes 7.17.2023



City Council Work Session

JULY 17, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

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1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 5:30 p.m.

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Donald F. Mitchell
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Council Members Absent

- Mayor Pro Tem Dan Merkel
- Brian Will

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Ryan Thomas, Municipal Project Manager
- Pete Sewczwicz, Director of Public Works

3. PLEDGE TO THE FLAG

4. WORKSHOP ITEMS

A. Alpharetta Stormwater Management Program

Presentation and discussion of the proposed Alpharetta Stormwater Management Program.

- Assistant City Administrator, James Drinkard, and Director of Public Works, Pete Sewczwicz, came forward to present this item.
- As part of its stormwater management program, the City of Alpharetta has a municipal separate storm sewer system (MS4), which is the technical name for the network of storm drains, pipes, ditches, outfalls, and other facilities that convey and treat stormwater. This system works in conjunction with private detention ponds and other infrastructure and management practices to form a holistic stormwater management system that is the backbone of Alpharetta's stormwater management.
- In early 2022, as Alpharetta began seeing significant redevelopment of single-family home sites in older neighborhoods, the limitations of those old stormwater management practices became increasingly evident. As a result, the City began analyzing its stormwater management program to identify means for improving the overall system in terms of infrastructure, policy, and public education.
- The draft of the Stormwater Management Program is attached hereto as "Exhibit A."
- The costs for stormwater are estimated to be about \$45 million every 10 years, and Mayor and Council have allotted about \$4 million every year for this.

B. Tax Digest and Millage Rate Levy

Presentation and discussion of the tax digest and millage rate levy.

- Chris Lagerbloom came forward to present this item.
- Because of our fiscal year, we make assumption based on what the tax digest may look like. This year we projected very conservatively, and we anticipate that additional money will come to City of Alpharetta in the general fund. As such, we will have additional readings of the budget at public meetings in August.
- Tonight, staff is looking for the Mayor and City Council to have a discussion of how to allot the additional funds within the budget.
- Council Member Binder shared that he would like to see funding allotted for the North Point Parkway Lane Diet and fire station deferred maintenance costs.
- Council Member Hipes shared that he agrees with Council Member Binder and would be curious to know what items were on the edge of being included in the budget, but ultimately were not included.
- Council Member Mitchell shared that he would also like to see a list of budget items that were close to be included in the budget, but were not selected for funding. He

would also like to see if we could add in maintenance funding on a third fire station and funding for the North Point Parkway and Brookside areas.

- Mayor Gilvin shared that he would like to see funding allocated to capital projects.

5. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

6. RATIFICATION OF EXECUTIVE SESSION ITEMS (IF NECESSARY)

- There was not an executive session.

7. ADJOURNMENT

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the work session at 6:25 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A

Stormwater Management SWOT Analysis and Recommendations

This document outlines some of the major functions of the Public Works Stormwater Team along with a SWOT analysis (strengths, weaknesses, opportunities, and threats) and recommendations. The major functions of stormwater include:

- Asset Management
- Regulatory Compliance
- Private Pond Inspections
- Flooding
- Streambank Erosion
- Public Education/ Outreach

Asset Management & Good Housekeeping – Maintenance of the public stormwater conveyance system including the rehabilitation of aging pipes and preventative maintenance. Asset management can prevent stormwater-related sinkholes in streets and yards and provides for an efficient conveyance system.

Category	Description
<i>Strengths</i>	Alpharetta has very good system maps and inspects publicly maintained assets once every 5 years. Alpharetta's stormwater system is relatively "young" and comprised of better pipe material, with fewer issues compared to other cities.
<i>Weaknesses</i>	Adding stormwater system data from new developments is slow and/or data is incomplete. There are some missing legacy assets.
<i>Opportunities</i>	Improve the process for importing stormwater assets from new developments by ensuring electronic as-builts are submitted and that they comply with data requirements. This is for stormwater conveyance system and GI/BMPs/ponds. Expand street sweeping program to collect debris before entering the stormwater system.
<i>Threats</i>	Pipe failure is non-linear, and inspections don't see 100% of pipe (buried structures, etc). Currently it is difficult to get contractors for repairs, although this is expected to be temporary.

Recommendations:

- Increase GIS support (both Public Works & Planning).
- Developer education on GIS submission requirements and reject non-compliant GIS data.
- New contract for CIPP may need to be issued if inflation increases.
- Evaluate purchase of a street sweeper (full size and/or smaller version) to increase pollutant and leaf removal.

Regulatory Compliance – Maintain compliance with stormwater-related regulations at the federal, state, and regional levels. This includes addressing impaired waters, industrial/commercial inspections, and enforcement.

Category	Description
<i>Strengths</i>	Alpharetta has a long history of regulatory compliance and a good reputation with regulators. There are very good watershed improvement plans that cover the city. The city has been progressive in the installation of GI/BMPs on city-owned properties.
<i>Weaknesses</i>	Some of the compliance items take time/resources but don't necessarily improve conditions. Streams are not "close" to meeting state standards.
<i>Opportunities</i>	There will be a new state stormwater permit in late 2023/early 2024 and chance to review SWMP action items. Alpharetta can streamline the current water quality sampling program to collect data that is helpful. Add watershed improvement items to the capital improvement plan in coordination with other projects and/or as funding is available.
<i>Threats</i>	Alpharetta has a new EPD auditor following the retirement of the long-time auditor. The new permit may add/change regulations. Water quality standards for bacteria are difficult to meet in urban streams.

Recommendations:

- Streamline sampling program to collect data required by regulation and/or that informs local decision-making.
- Merge recommended watershed improvement projects from individual plans into one prioritized list to make it easier to identify timely projects during the annual budgeting process.

Private Pond Inspections – The city periodically inspects private ponds and requires maintenance, if needed, to protect the city's conveyance system and downstream properties. Newer private ponds have private maintenance agreements.

Category	Description
<i>Strengths</i>	Most HOAs and businesses have been compliant when notified of deficiencies to private ponds.
<i>Weaknesses</i>	The time needed to follow up on compliance issues can be challenging for existing staff, due to other responsibilities. Some older ponds are not in the cities GIS system. For older ponds, as-builts to verify design standards are not always available. Older ponds weren't designed to current standards and don't always maximize stormwater benefits.
<i>Opportunities</i>	Add staff in Public Works dedicated to stormwater-related enforcement who coordinates with existing Code Enforcement officers. Routinely educate residents and businesses on the importance of pond maintenance and a pond-maintenance "sinking fund" for HOAs.

<i>Threats</i>	Pond maintenance can be expensive for some owners/neighborhoods. Enforcement when there isn't an established HOA may be difficult.
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Recommendations:

- Hire a Public Works Stormwater Compliance person, dedicated to stormwater-related enforcement.
- Continue to identify unmapped ponds during routine system inspections and assign an asset number.
- Educate property owners and HOAs on the advantages of creating a sinking fund for future stormwater facility/pond maintenance.
- Create a defined and consistent application-based grant and/or loan program to support HOA maintenance of older ponds that are not governed by a maintenance agreement. In return for support, the city would require the creation of a HOA and execution of a maintenance agreement. Consider offering a grant program for ponds that could be retrofitted to provide a greater public water quality or flood mitigation benefit and a loan program for ponds that cannot be retrofitted.

Flooding – Reducing flooding that impacts structures (homes, businesses, roads, etc.) is beneficial to the city. This includes policies and actions to minimize and address repetitive property losses.

Category	Description
<i>Strengths</i>	The floodplain maps are very good and future conditions floodplains are mapped to the 100-acre drainage basin. Development standards protect the mapped floodplains and stream buffers, which mitigate future flooding. The city has strong stormwater regulations for new developments.
<i>Weaknesses</i>	There are several properties in the city that flood or have floodwaters very close to the structure.
<i>Opportunities</i>	The upper portions of the watershed (<100-acre drainage basin) floodplains are not currently mapped, and mapping could protect these areas. The city can apply for FEMA hazard mitigation buyout grants on behalf of frequently flooded properties (10% local and 90% federal grant).
<i>Threats</i>	Storm intensities appear to be changing with higher intensity storms occurring more frequently. New development stormwater standards are based on regional storm event data. Portions of the public greenway are within the floodplain and must be closed during and immediately following heavy rains.

Recommendations:

- Map the future conditions floodplain in the upper reaches of each watershed (<100-acre drainage basin).

- Create a cooperative and consistent program for working with homeowners to apply for FEMA hazard mitigation grants to permanently remove flooded properties from flood risk. Participate in cost-sharing of local match for homeowners who were not originally in the 100-year floodplain or who are only in the future condition floodplain.
- Evaluate elevating portions of the Alpharetta greenway to mitigate flooding impacts.

Streambank Erosion/ Stream buffer Management – There are areas in Alpharetta where streambanks are eroding and private property owners are looking for assistance to address these issues. Streambank erosion on private property is outside of the city’s current service policy.

Category	Description
<i>Strengths</i>	The city’s ordinances historically have protected and preserved stream buffers during development, which protect against erosion. There are strong stormwater management requirements for new development. The city offers one load of rock to homeowners each year for stabilizing eroded streambanks.
<i>Weaknesses</i>	Some homeowners have removed vegetation from the stream buffer to “maximize their backyards” which limits the erosion protection benefits.
<i>Opportunities</i>	Install monitoring stations to collect weather data that could be used to guide changes in storm intensity within development standards and compare rainfall to stream levels in major watersheds. Distribute educational materials to homeowners explaining the protections afforded by vegetated stream buffers and proper stream stabilization techniques.
<i>Threats</i>	Apparent changes in storm intensities may not be reflected in the current regional stormwater standards, used in Alpharetta. Infill development is increasing overall impervious area and the stormwater standards manage runoff through the 100-year storm event; so, the increase in impervious area may result in increased runoff during very large events.

Recommendations:

- Research options for weather and flow monitoring stations in major watersheds and then install selected technology. Track data and work with community development to update ordinances, if supported by the data.
- Distribute educational materials on the importance of stream buffers and proper stream stabilization techniques.
- Create a live staking program, similar to the rip rap program, that provides access to live stakes and installation education to landscape companies working with Alpharetta homeowners.

Public Education/ Outreach

Category	Description
<i>Strengths</i>	Alpharetta has a very strong outreach and education program and social media platforms that are well used by residents.

<i>Weaknesses</i>	
<i>Opportunities</i>	Expand on existing messages to include pond maintenance and streambank stabilization messages.
<i>Threats</i>	People are busy and not all residents engage in social media or the city's outreach efforts. Personal interests may be placed ahead of public benefit and/or short-term benefits may be placed above long-term benefits, even when information is distributed.

Recommendations:

- Create and distribute new messages on pond maintenance and streambank stabilization messages.
- Coordinate with the NRC on natural landscape certification programs such as NWF Certified Wildlife Habitat or Georgia Audubon Certified Wildlife Sanctuary or tree sanctuary program.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 7, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of July 17, 2023 at 6:30 pm)

Approval of the City Council meeting minutes from the meeting of July 17, 2023 at 6:30 pm.

STAFF RECOMMENDATION:

Approve the City Council meeting minutes from the meeting of July 17, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 17, 2023.

ALTERNATIVES:

ATTACHMENTS:

1. CC Minutes 7.17.2023



City Council Meeting & Public Hearing

JULY 17, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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1. CALL TO ORDER

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

2. ROLL CALL

1. Council Members Present

- Mayor Jim Gilvin
- Donald F. Mitchell
- Douglas J. DeRito
- John Hipes
- Jason Binder

2. Council Members Absent

- Mayor Pro Tem Dan Merkel
- Brian Will

3. Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Ryan Thomas, Municipal Project Manager
- Adam Montgomery, Interim Director of Information Technology
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Kim Zane Manning, Cultural Services Manager

- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Presentation of Championship Rings to the 1965 Bailey Johnson School Basketball Team

- Mayor Gilvin and City Council presented championship rings to the following members of the 1965 Bailey Johnson School Basketball team: Melvin Peters, James Emerson, Jimmy Taylor, David Taylor, Larry Strickland, Leroy Grogan, and Al Martin.
- Director Rodgers also recognized the following team members who are no longer living: Arthur Manning, Willie Brown, Aubrey Manning, Larry Wells, Claude McCann, and the team's coach, Jerry D. Hobbs and John Cohen. He also introduced the team's mentor, Eugene Snow, and the team's oldest fan, Ann Strickland.

B. Bike Alpharetta Award Presentation to Alpharetta Public Safety Officer, Amanda Clay

- Jackie Tyson, member of Bike Alpharetta, presented an award to Alpharetta Public Safety Officer, Amanda Clay, for her tremendous work in helping submit the application for the City of Alpharetta's designation as a Bike Friendly Community.

5. BOARDS & COMMISSIONS

A. Swearing in of Code Enforcement Board Member, Leander Murphy

- Mayor Gilvin swore in Code Enforcement Board Member, Leander Murphy.

6. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 6/26/2023)

Consideration of approval of the City Council meeting minutes from the meeting of June 26, 2023.

B. Natural Area Conservation Easement: 201 Marietta Street

Consideration of approval of a Natural Area Conservation Easement for property located at 201 Marietta Street between the City of Alpharetta and Fergal Brady and Audrey M. Brady.

C. Financial Management Report (Month Ending May 31, 2023)

Consideration of approval of the Financial Management Report for the month ending May 31, 2023.

- ❖ Council Member Hipes offered a motion to approve the Consent Agenda.
 - Council Member Mitchell seconded the motion.

- The motion was approved unanimously (5-0).

7. PUBLIC HEARING

A. MP-23-03 Fulton Science Academy

Consideration of a master plan amendment to allow for the construction of several athletic fields (tennis and soccer) in conjunction with the Fulton Science Academy athletic program. A master plan amendment is requested to reduce building setbacks along Fanfare Way. The property is located at 3035 Fanfare Way and is legally described as being located in Land Lots 688, 689, and 700, 1st District, 2nd Section, Fulton County, Georgia.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- This item was considered at the June 1, 2023 Planning Commission meeting. There was one (1) public comment in opposition from the Westwood Park townhomes HOA president of the with concerns over lighting, public notification and traffic congestion. After discussion, Planning Commission recommended to approve the item subject to staff's recommended conditions (vote 7-0).
- Staff is recommending that Mayor and Council approve MP-23-03 Fulton Science Academy, subject to the following conditions:
 1. Site shall be developed substantially as depicted on the site plan prepared by AEC, dated 4/3/23, with a reduced 10' setback in the area of the tennis courts. The remaining frontage along Fanfare Way shall have a 40' setback.
 2. Building, landscape plan and lighting shall be approved by DRB.
 3. Landscape strip along Fanfare Way shall be supplemented with evergreen landscape material (trees minimum 15 feet tall) to create an opaque screen along Fanfare Way, as approved by DRB.
 4. All site lighting, including lighting for athletic field/courts, shall comply with the City's Night Sky Ordinance, subject to final approval by DRB. Athletic field/courts lighting shall be on a timer and shall be turned off after 9:00 PM.
 5. Developer shall provide the required decorative pedestrian lighting along the property frontage on Fanfare Way.
 6. Developer shall assess site landscaping and replace dead, dying or missing landscape material, as approved by DRB.
 7. If the proposed improvements impact areas with previous recompense trees, trees shall be replaced with new trees equal to the inches removed since the trees have grown, as approved by Staff.
 8. Developer shall comply with the North Point Overlay EcoDistrict regulations, with final approval by Staff at LDP and/or building permit.
 9. Developer shall be responsible for implementing the recommendations of the traffic study prepared by A & R Engineering, dated 6/1/23, with final approval by Staff.

10. Property owner shall dedicate a 20' wide permanent easement to the City through the Georgia 400 buffer for the Alpha Loop project.
 11. Property owner shall dedicate a 10' permanent easement to the City along the eastern property line to provide a connection between Maxwell Rd/Fanfare Way sidewalk and the Alpha Loop. Sidewalk connection through the easement will not be constructed until the Alpha Loop has been constructed.
 12. All previous master plan regulations and conditions of zoning shall remain in effect.
 13. If traffic from the school impedes the Westwood Park entrance on Arts Summit Road, Fulton Science Academy shall implement corrective measures, which may include stationing a police officer in the vicinity, as approved by staff.
- The applicant, Fulton Science Academy, is requesting a master plan amendment in order to expand the school's athletic program, including the construction of four (4) tennis courts, a soccer field, field house and concessions, parking and a 2nd project driveway. A master plan amendment is requested to modify development regulations, including a reduction of the setback along Fanfare Way to accommodate two (2) tennis courts and retaining walls. The subject property is located at 3035 Fanfare Way, at the southwest corner of Maxwell Road and Fanfare Way.
 - The 18.5-acre property is zoned CUP (Community Unit Plan) and is subject to the Cousins Westside Master Plan. The property is designated as Pod O, which is approved for 'Education' use at up to 25,000 square feet per acre. Surrounding properties are zoned CUP to the north, east and west and LI (Light Industrial) to the northeast. Creekside at Westwood, Westwood Park and Honda are located to the north, Emblem Alpharetta is located to the west, Georgia 400 is located to the south and undeveloped Cousins Westside Pod P is located to the east.
 - Pod O development regulations require a 40' setback along Fanfare Way.
 - The submitted site plan depicts a soccer field, four (4) tennis courts, a fieldhouse with observatory, concessions, additional parking, and a new curb cut and driveway to the west and behind the existing school. The proposed setback along Fanfare Way for the tennis courts is ten feet (10'), which includes the required ten-foot (10') landscape strip. The site has significant topography with the tennis courts situated approximately twelve feet (12') below the grade of Fanfare Way and the soccer field situated approximately 27' below the grade of Fanfare Way. Because the site drops off from Fanfare Way, eight-foot (8') retaining walls are proposed along the north side of the two (2) tennis courts closest to Fanfare Way.
 - Most of the impacted trees are Pines, but there are a few hardwoods. In addition, some of the impacted trees are recompense trees resulting from previous tree removal. Those trees, if removed, will need to be recompensed else on the property.
 - The site plan depicts a new full access curb cut on the northwest side of the property which is aligned with an opposing driveway for Emblem Alpharetta. A total of 191 parking spaces are proposed for the school, which includes 41 new parking spaces

along the new driveway and near the existing parking lot on the south side of the school. The Unified Development Code (UDC) requires one (1) parking space for each classroom (55) and administrative offices (19), five (5) guest spaces, and one (1) space for every four (4) high school students (145), for a total of 116 parking spaces.

- Tennis court light poles are nineteen feet (19') tall with the light fixture located approximately eight feet (8') above the grade of Fanfare Way. Twenty-four (24) light poles are proposed for the four (4) tennis courts. Soccer field light poles are 50' tall with the light fixture located approximately 25' above the grade of Fanfare Way. Four (4) light poles are proposed for the soccer field. According to the applicant, lighting for the tennis courts and soccer field will be used between the hours of 4:00 PM – 8:00 PM and will be turned off no later than 9:00 PM. The City's Night Sky Ordinance requires no more than one (1.0) footcandle as measured at the property line (including rights-of-way) where abutting residential uses. A photometric plan was submitted by the applicant which depicts footcandles less than one (1.0) as measured at the property line along Fanfare Way.
- The applicant submitted an updated traffic study which accounts for the proposed athletic field expansion. The trip generation table shows that 1,172 AM Peak Hour trips and 259 PM Peak Hour trips would be generated for the private school which has an overall enrollment of 935 students with high school students comprised of approximately 145 students.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that one (1) comment was received from an adjacent resident asking about the tennis courts and requesting pedestrian lighting along Fanfare Way.
- The Community Zoning Information Meeting was held on May 10, 2023. There were no public comments.
- Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment. The zoning proposal represents an expansion of a use that is already permitted within the master plan and the school enrollment is unchanged. The site's topography helps offset any impacts to surrounding properties. If approved, conditions are recommended limiting the setback reduction to the tennis courts and retaining walls, requiring evergreen screening in the landscape strip along Fanfare Way, and placing time limitations on the use of athletic field/courts lighting.
- Jim Wiener (with Make3 Architecture) came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- Carl Houghland (1808 Adagio Drive, Alpharetta, GA 30009) came forward to speak as HOA President of Westwood Park.
- ❖ Council Member Hipes offered a motion to approve MP-23-03 Fulton Science Academy, subject to the following conditions:

1. Site shall be developed substantially as depicted on the site plan prepared by AEC, dated 4/3/23, with a reduced 10' setback in the area of the tennis courts. The remaining frontage along Fanfare Way shall have a 40' setback.
2. Building, landscape plan and lighting shall be approved by DRB.
3. Landscape strip along Fanfare Way shall be supplemented with evergreen landscape material (trees minimum 15 feet tall) to create an opaque screen along Fanfare Way, as approved by DRB.
4. All site lighting, including lighting for athletic field/courts, shall comply with the City's Night Sky Ordinance, subject to final approval by DRB. Athletic field/courts lighting shall be on a timer and shall be turned off no later than 9:00 PM.
5. Developer shall provide the required decorative pedestrian lighting along the property frontage on Fanfare Way.
6. Developer shall assess site landscaping and replace dead, dying or missing landscape material, as approved by DRB.
7. If the proposed improvements impact areas with previous recompense trees, trees shall be replaced with new trees equal to the inches removed since the trees have grown, as approved by Staff.
8. Developer shall comply with the North Point Overlay EcoDistrict regulations, with final approval by Staff at LDP and/or building permit.
9. Developer shall be responsible for implementing the recommendations of the traffic study prepared by A & R Engineering, dated 6/1/23, with final approval by Staff.
10. Property owner shall dedicate a 20' wide permanent easement to the City through the Georgia 400 buffer for the Alpha Loop project.
11. Property owner shall dedicate a 10' permanent easement to the City along the eastern property line to provide a connection between Maxwell Rd/Fanfare Way sidewalk and the Alpha Loop. Sidewalk connection through the easement will not be constructed until the Alpha Loop has been constructed.
12. All previous master plan regulations and conditions of zoning shall remain in effect.
13. If traffic from the school impedes the Westwood Park entrance on Arts Summit Road, Fulton Science Academy shall implement corrective measures, which may include stationing a police officer in the vicinity, as approved by staff.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

8. NEW BUSINESS

A. Invitation to Bid 23-010: Construction of Pedestrian Safety Barriers on the Town Green

Consideration of approval of the award ITB 23-010 to Tri Scapes, Inc. for an amount totaling \$206,584.31 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The award of ITB #23-010 is for the construction of safety barrier walls along Highway 9 adjacent to the Town Green. The project will include: construction of 3 brick walls along Highway 9 sidewalk adjacent to the Town Green, patching the existing synthetic turf, removal of two existing light poles and foundations, installation of LED lights on three brick walls, and 6 trash receptacles.
- The low bidder of three total bids received, Tri Scapes, Inc. (Tri Scapes) is an experienced contractor that has worked on several projects with similar elements in Georgia for multiple government agencies. Tri Scapes was recently awarded a contract for Mid Broadwell Park site improvements and holds the "Landscape Maintenance and On-call Construction Services for Parks Level 2 Services" contract with the City of Alpharetta and was awarded the City Center Tree Well Repair contract in March 2023.
- Once a contract with Tri Scapes, Inc. has been finalized and executed, construction may begin immediately. The anticipated completion date is no more than September 29, 2023.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of ITB 23-010 to Tri Scapes, Inc. for an amount totaling \$206,584.31 and authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

B. Purchase Approval: Fleet Replacement for Freightliner Tandem Dump Truck

Consideration of approval of the purchase of a 2024 Freightliner 114SD Plus Tandem Dump Truck utilizing State Contract 9999-SPD-SPD0000155-007 from Peach State Truck Center in the amount of \$172,280.00.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The Public Works Department budgeted for a Tandem Dump Truck to replace a 2001 LT9500 Tandem Dump Truck. This vehicle enables staff to haul materials such as dirt and rock to job sites, as well as, hauling debris and construction waste to the proper disposal facilities. This vehicle is also used to pull equipment and materials by trailer to job sites and will provide training opportunities for staff seeking to obtain their Class A License.
- Public Works compared pricing and delivery time of other vendors to the state contract and the vendor under State contract had a lower price and our order would be initiated sooner. Delivery is expected August 2024.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the purchase of a 2024 Freightliner 114SD Plus Tandem Dump Truck utilizing State Contract 9999-SPD-SPD0000155-007 from Peach State Truck Center in the amount of \$172,280.00.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

C. Geographic Information System (GIS) Enterprise Agreement and Annual Subscription with Environmental Systems Research Institute, Inc.

Consideration of approval of the procurement of the enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of \$62,375.00 and authorize the Mayor to execute all necessary documents.

- Interim Director of Information Technology, Adam Montgomery, came forward to present this item.
- This agreement allows the City to deploy as many licenses to desktops and servers as needed to support the GIS needs of the City, including support for several systems that use location-based information.
- This is the first year of a three-year agreement at a fixed cost that is renewed annually.
- A single quote is provided because ESRI is the only provider of the ESRI annual subscription.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the GIS enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of \$62,375.00 and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

D. Purchase Approval: Cisco Duo Software as a Service Subscription (SaaS) with Verinext

Consideration of approval of the issuance of a purchase order to Verinext, as the vendor to provide the annual Cisco Duo SaaS Subscription, in the amount of \$52,963.90.

- Interim Director of Information Technology, Adam Montgomery, came forward to present this item.

- The Cisco DUO SaaS subscription allows the City to secure employee and user logins from a single-factor by requiring all accounts to use an additional factor as part of the authentication process.
- Three quotes were obtained. The lowest quote was provided by Verinext and is recommended for approval.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the issuance of a purchase order to Verinext, as the vendor to provide the annual Cisco Duo SaaS Subscription, in the amount not to exceed \$52,963.90.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

E. Purchase Approval: Microsoft Azure Cloud Infrastructure as a Service (IaaS) Subscription with SHI International, Inc.

Consideration of approval of the issuance of a purchase order to SHI International, Inc., as the vendor to provide the annual Microsoft Azure Cloud IaaS Subscription, using state contract number 99999-SPD-SPD0000060-003 in an amount not to exceed \$320,000.00.

- Interim Director of Information Technology, Adam Montgomery, came forward to present this item.
- Historically, the City has used Microsoft Azure Cloud Services and contracted with SHI International Inc, using a statewide contract.
- The Microsoft Azure cloud provides Infrastructure as a Service (IaaS) by providing servers and storage for our information systems in robust cloud data centers nationwide. This contract also provides the City with a Cloud Service Provider resource to help manage and secure the cloud infrastructure. This is critical to our hybrid data center infrastructure design and business continuity plans.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the issuance of a purchase order to SHI International, Inc., as the vendor to provide the annual Microsoft Azure Cloud IaaS Subscription, using state contract number 99999-SPD-SPD0000060-003 in an amount not to exceed \$320,000.00.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

F. Ratification of Emergency Procurement Declaration: City Hall HVAC System

Consideration of approval of the ratification of an emergency procurement declaration in order to repair the City Hall HVAC system.

- City Administrator, Chris Lagerbloom came forward to present this item.
- As of July 5, 2023, the City Hall HVAC system is capable of operating at half of its intended capacity with no additional redundancy. There are two coils that allow the system to operate. One has catastrophically failed and the other has moderately failed. Should the coil that has moderately failed continue to deteriorate, City Hall will be completely without air conditioning as we move deeper into the summer months and the daily temperatures rise. There is the significant potential of creating a loss of essential governmental services should the City Hall HVAC system fail.
- The City Code allows for the City Administration to make an emergency procurement declaration that will allow for exceptions to the typical competitive requirements of municipal purchasing. If and when this action is ratified, city staff will seek your approval of a purchase order for the repairs to the HVAC system.
- There was a need to fund and order replacement/repair HVAC parts as of July 5, 2023, that would require bypassing the typical formal bid process, and thereby saving a minimum of 45 days in the process to repair the HVAC system. The lead time to fabricate new coils, have them delivered and installed is 8-9 weeks.
- The cost of performing this repair is quoted not to exceed \$123,368. This item will be funded through the General Fund contingency line-item with the required appropriations transferred to the Public Works Departmental budget to process all necessary purchases.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the ratification of an emergency procurement declaration in order to repair the City Hall HVAC system.
 - Council Member Mitchell seconded the motion.
 - Council Member Mitchell offered a friendly amendment that the following be added "in an amount not to exceed \$123,368."
 - Council Member DeRito accepts the friendly amendment.
 - The motion was approved unanimously (5-0).
- ❖ Council Member Binder offered a motion to reconsider.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).
- ❖ Council Member Hipes offered a motion to approve the ratification of an emergency procurement declaration in order to repair the City Hall HVAC system, in an amount of \$131,006.67, pending the presentation of the expenditure.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (5-0).

G. Ratification of Purchase Approval for City Hall HVAC Repairs

Consideration of ratification of the issuance of a purchase order to Comfort by Design, Inc., as the vendor to provide maintenance and repairs to the City Hall HVAC system, in the amount of \$131,006.67.

- City Administrator, Chris Lagerbloom came forward to present this item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the work be completed by Comfort by Design, Inc. in an amount not to exceed \$131,006.67.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

9. PUBLIC COMMENT

- There were no public comments.

10. REPORTS

- Council Member Hipes shared that the Eclectic Lawn Summer Concert series at the Arts Center was wonderful and very well attended.

11. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Mitchell offered a motion to recess into executive session.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).
- ❖ Council Member Mitchell offered a motion to reconvene the meeting.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

12. RATIFICATION OF EXECUTIVE SESSION ITEMS (IF NECESSARY)

- City Administrator, Chris Lagerbloom, shared that our Interim Director of Information Technology has served for the past 120 days, and he would like to recommend to Mayor and Council that we appoint Adam Montgomery as the City's Information Technology Director.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Mitchell offered a motion to appoint Adam Montgomery as our new Director of Information Technology.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

13. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:30 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 7, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-14 SJ Market Holdings, LLC d/b/a Jack's Feed Store 241 South Main Street, Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: SJ Market Holdings, LLC
Registered Agent: David Filipowicz

2. PH-23-AB-15 Ikigai Nikkei, LLC d/b/a Little Tokyo Sushi & Grill 5815 Windward Parkway #209, Alpharetta, GA 30005

Eating Establishment
Consumption on Premises
Adding Distilled Spirits to an existing Beer, Wine & Sunday Sales license
Owner: Ikigai Nikkei, LLC
Registered Agent: Plietty Pastor

3. PH-23-AB-16 Ponko Alpharetta, LLC 220 South Main Street, Suite J, Alpharetta, GA 30005

Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Ponko Alpharetta, LLC
Registered Agent: Richard Herrmann

STAFF RECOMMENDATION:

Approve the following alcoholic beverage license applications, as part of the Consent Agenda:

1. PH-23-AB-14 SJ Market Holdings, LLC d/b/a Jack's Feed Store 241 South Main Street, Alpharetta, GA 30009
2. PH-23-AB-15 Ikigai Nikkei, LLC d/b/a Little Tokyo Sushi & Grill 5815 Windward Parkway #209, Alpharetta, GA 30005
3. PH-23-AB-16 Ponko Alpharetta, LLC 220 South Main Street, Suite J, Alpharetta, GA 30005

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Tuesday, August 1, 2023. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:**ATTACHMENTS:**

1. Alcohol License Public Hearing Minutes 8-1-2023



ALCOHOL LICENSE PUBLIC HEARING AUGUST 1, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 832 4513 4284

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:03p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- David Filipowicz, Owner of SJ Market Holdings, LLC
- Daniel Londono, Owner of Ikigai Nikkei, LLC
- Ekow Wilmot, Corporate officer of Ponko Alpharetta, LLC

IV. PUBLIC HEARING

A. PH-23-AB-14 SJ Market Holdings, LLC
d/b/a Jack's Feed Store
241 South Main Street
Alpharetta, GA 30009

Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: SJ Market Holdings, LLC
Registered Agent: David Filipowicz

- Mr. David Filipowicz, owner of SJ Market Holdings LLC and residing at 260 Canton Street, Alpharetta, GA 30009, was on the call.
- Mr. Filipowicz also owns Smokejack located in downtown Alpharetta. This new restaurant will be a location for Uber/Doordash pickups, large catering, and to-go orders. This is not a sit-down establishment, but counter service only.

- Mr. Filipowicz confirmed he is familiar with the City of Alpharetta's alcohol ordinance.
- Mr. Filipowicz stated there will be approximately 15-20 employees at this location. He will be using an existing manual currently used to train employees at Smokejack to train employees on the alcohol rules of serving at Jack's Feed Store.
- Mr. Filipowicz stated he hopes to open sometime in late August 2023.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, August 7, 2023, at 6:30 pm in case Mayor or Council have any questions.

B. PH-23-AB-15 Ikigai Nikkei, LLC
d/b/a Little Tokyo Sushi & Grill
5815 Windward Parkway #209
Alpharetta, GA 30005

Eating Establishment
Consumption on Premises
Adding Distilled Spirits to an existing Beer, Wine & Sunday Sales License

Owner: Ikigai Nikkei, LLC
Registered Agent: Plietty Pastor

- Mr. Daniel Lodono, owner of Ikigai Nikkei, LLC residing at 1466 N. Crossing Circle NE, Atlanta, GA 30329, was on the call.
- Mr. Lodono stated this application is to add distilled spirits to an existing beer, wine & Sunday Sales license. They have been open for almost a year.
- Mr. Lodono stated they use Servsafe for their alcohol training for employees.
- Ms. Shapiro reminded Mr. Lodono they will need to obtain their state of Georgia license once they are approved for their City of Alpharetta license.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, August 7, 2023, at 6:30 pm in case Mayor or Council have any questions.

C. PH-23-AB-16 Ponko Alpharetta, LLC
221 South Main Street, Suite J
Alpharetta, GA 30005

Change in Business Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Ponko Alpharetta, LLC
Registered Agent: Richard Herrmann

- Mr. Ewon Wilmot, corporate officer for Ponko, residing at 1228 Arbor Gates Drive, Atlanta, GA 30324, was on the call.
- Mr. Wilmot stated this restaurant was a franchisee and corporate is now taking over. The restaurant has been in business for almost 2 years.
- Mr. Wilmot stated he is familiar with the City of Alpharetta's alcohol ordinance.
- Mr. Wilmot confirmed employees are trained and each will have a pouring permit from the City.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, August 7, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:16 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



STAFF REPORT

Submitting Department: Legal
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: August 7, 2023

I. AGENDA ITEM TITLE: THE ATLEY PRIVATE DEVELOPMENT AGREEMENT

APPROVAL OF A PRIVATE DEVELOPMENT AGREEMENT FOR THE ATLEY SUBDIVISION BETWEEN THE CITY OF ALPHARETTA AND THE PROVIDENCE GROUP (GRBK HAYNES, LLC).

II. RECOMMENDATION:

Approve agreement and authorize the Mayor to sign all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THIS ITEM HAS NO NEGATIVE
BUDGETARY IMPACT.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

Consideration of a private development agreement with The Providence Group (GRBK Haynes, LLC) in order to provide impact fee credits totaling \$226,564.95 for land and construction costs of the Alpha Loop segment through the Atley neighborhood.

The City's Impact Fee Ordinance, specifically Section 16-57, allows eligible feepayers to be entitled to credits against impact fees otherwise due for the value of construction and dedication of land for system improvements. The Alpha Loop is a dedicated public system improvement identified and adopted within the Comprehensive Land Use Plan's Capital Improvements Element and therefore meets the required credit criteria.

The purpose of the Impact Fee Ordinance is to ensure that adequate public facilities are available to serve new growth and development in Alpharetta and to provide that new growth and development bears a proportionate share of the cost of new public facilities needed to serve the *Minimum Standards and Procedures for Local Comprehensive Planning* and the *Development Impact Fee Compliance Requirements*, both as adopted by the Georgia Board of Community Affairs and amended from time to time.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Atley Private Development Agreement

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the "Agreement") is entered into this _____ day of _____, 2023, by and between the City of Alpharetta (the "City") and GRBK Haynes, LLC ("GRBK").

WITNESSETH:

WHEREAS, on November 12, 2018, pursuant to The Providence Group of Georgia, LLC ("The Providence Group") Zoning Petition Number Z-18-09, Variance Petition Number V-18-11 and Comprehensive Land Use Plan change CLUP-18-05, the Mayor and Council rezoned approximately 15.3 acres from R-12 to R-8A/D for the construction of "For Sale" condominium and townhome units ("the Property"); and

WHEREAS, in connection with the rezoning and the issuance of a land disturbance permit for the Property, the Owner and the City agreed to certain conditions, all of the approved conditions of rezoning and the conditions for the issuance of the approved land disturbance permit being incorporated herein by reference and made a part hereof; and

WHEREAS, the City has required that the owner of the Property provide a 12' concrete multiuse trail (Alpha Loop) as shown on the approved site plan for the Property to include seating/gathering areas, lighting (pedestrian and bollards), hardscape, and trail entrance gateways/arches at Haynes Bridge Road and at eastern property line as more particularly described by Condition # 14 of the zoning adopted November 12, 2018; and

WHEREAS, the City has required that the owner of the Property dedicate a permanent easement for the 12' concrete multiuse trail (Alpha Loop) as required by Condition # 14 of the zoning adopted November 12, 2018; and

WHEREAS, the portion of the Alpha Loop to be constructed by the Owner, and the associated permanent easement, is depicted in Exhibit A to this Agreement;

WHEREAS, the owner of the Property has agreed to construct the multiuse trail (Alpha Loop) and associated details and to grant the City the permanent easement as described in Condition # 14 of the zoning adopted November 12, 2018 in exchange for Recreational Facilities Impact Fee Credits; and

WHEREAS, the City has agreed to allow Recreational Facilities Impact Fee Credits in exchange for the grant of the construction of the multiuse trail (Alpha Loop) and the permanent easement; and

WHEREAS, the Alpha Loop is a capital improvement identified in the City's Capital Improvement Element (CIE) thereby entitling the City to authorize Impact Fee Credits, in accord with City Code, 24-26(2) (a) (1);

WHEREAS, the Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of impact fees and other fees; and

WHEREAS, GRBK has acquired the interest of The Providence Group in the Property and is now legal owner of the Property (excepting those lots sold to its builder affiliate, TPG Haynes, L.L.C. and/or private Homeowners as of the date of this Agreement); and

WHEREAS, any reference in this Agreement to the "Owner" is a reference to GRBK;

WHEREAS, both the City and GRBK have determined that it is in their respective best interests to enter into this Private Development Agreement to more specifically provide for (i) the obligation of GRBK for the construction of the designated System Improvements, (ii) the method, manner and timing of establishment and application of Impact Fee Credits resulting from the obligation to construct the System Improvements and (iii) such other terms and conditions as the parties deem appropriate.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Construction and Dedication of Improvements by the Owner. The Owner shall, at its sole cost and expense, construct a certain portion of the Alpha Loop (as depicted in Exhibit A), to include associated lighting, signage, and the acquisition and installation of certain Alpha Loop-related furniture; and, in addition to such improvements, the Owner shall, following

completion of construction, dedicate a permanent easement for the Alpha Loop as more specifically described and delineated in the attached Exhibit "A". The Owner acknowledges and agrees that the City shall not issue a final certificate of occupancy for the development until such time as the improvement is constructed, the public access and maintenance easement is reviewed and approved by the City and is otherwise executed and recorded in the Fulton County deed records, and the portion of the Alpha Loop referenced in this Agreement is open to the public.

2. Determination, Establishment and Utilization of Impact Fee Credits. The parties acknowledge and agree that the estimated construction costs are as depicted in Exhibit "B". Upon the Property Owner's execution of this Private Development Agreement and submission of evidenced costs incurred for the completion of the improvements (by providing the City invoices related to such costs and confirmation of payment of such invoices, as well as confirmation of Owner's actual cost for the land to be encumbered by the public access/trail easement), the City shall establish credit accounts equal to those costs in the name of GRBK, which GRBK may draw upon from time to time as Recreational Facilities Impact Fees become due. From time to time upon GRBK's request, the City will issue a certificate evidencing the GRBK's remaining Recreational Impact Fee Credits. In no event shall GRBK be entitled reimbursement in cash for any unused Impact Fee Credits, and GRBK hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise. GRBK shall be entitled to utilize its Recreational Impact Fee Credits (i) to offset Recreation and Park Impact Fees associated with the current development on the Property; (ii) to utilize said credit in the future to offset Recreational Impact Fees on a different project in the City, or (iii) to sell said credits to other developers in accord with City Code § 24-26(5)(c).

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by Email, on the date of the Email

transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Alpharetta
Two Park Plaza
Alpharetta, Georgia 30009
Attn: Chris Lagerbloom, City Administrator
Email: clagerbloom@alpharetta.ga.us
Fax Number: (678)297-6001

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Attn: Molly Esswein and/or Ken Jarrard
Cumming, Georgia 30040
(678) 455.7150
Email: messwein@jarrard-davis.com

If to GRBK: GRBK Haynes, LLC
11340 Lakefield Drive
Suite 140
Johns Creek, Georgia 30097
Attn: Warren Jolly
Email: wjolly@theprovidencegroup.com

With a copy to: GRBK Haynes, LLC
2805 North Dallas Parkway
Suite 400
Plano, Texas 75093
Attn: Jim Brickman
Email: jbrickman@greenbrickpartners.com

And a copy to: Goggans, Stutzman, Hudson, Wilson & Mize, LLP
990 Hammond Dr., Suite 300
Atlanta, GA 30328
Attn: Vanessa E. Goggans, Esq.
Email: veg@gshattorneys.com

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Roads Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns;

this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, or Public Safety Impact Fee Ordinance and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Approved as to form: City of Alpharetta, Georgia

Molly Esswein,
Jarrard & Davis, LLP
City Attorney

By: _____
Jim Gilvin, Mayor

Approved as to content:

Chris Lagerbloom
City Administrator

GRBK Haynes, LLC

By: _____
Warren Jolly, Vice President

Exhibit "A"

Exhibit "B"

Exhibit B
Atley
Recreational Facilities Impact Fees

Improvement Type	Vendor(s)	Amount Paid
12' Alpha Loop Path Sitework/Paving	Concrete Works	\$69,735.80
Alpha Loop Handicap Ramps at Haynes Bridge intersection	Specialty Construction Group	\$3,062.50
Alpha Loop Signage	Asign Group	\$7,017.56
Alpha Loop Signage	Option Signs	\$888.41
Alpha Loop Monument Markers	Specialty Construction Group	\$11,992.00
Alpharetta Spec Light Bollards	Georgia Power	\$52,582.50
Alpha Loop Furniture	Castlerock	\$8,945.96
TOTAL IMPROVEMENTS		\$154,224.73

LAND	Purchase Price: \$659,786.39/acre	Percentage Calculated	Impact Total
Alpha Loop Trail Acreage	0.55		
	\$361,701.08	x 20% Impact Fee Factor	\$72,340.22
TOTAL LAND			\$72,340.22

TOTAL CREDIT FOR PARK IMPACT FEES	\$226,564.95
-----------------------------------	--------------

	Initial	Date
City Attorney	_____	_____
Mayor	_____	_____
GRBK	_____	_____

Concrete Works	
Invoice #	Reimbursable Amount
8161	65,859.80
8239	3,876.00
Total	69,735.80

Concrete Works LLC

P.O. Box 2204
Buford, GA. 30515

Phone # 678-758-9925

Fax # 470-395-0930

E-mail val@mycwillc.com

Invoice

Date	Invoice #
10/9/2020	8161

Bill To	P.O. No.	Job Date
The Providence Group 11340 Lakefield Drive, Ste 340 Johns Creek, GA 30097		
	Terms	Project
	Net 30	Atley

Quantity	Description	Rate	Amount
	SIDEWALKS		
464	SF sidewalk in front of sales trailer	3.80	1,763.20
3	Concrete due to deep turn downs on the sides per builder (Steven)	165.00	495.00
2	Handicap ramps with ADA mats	475.00	950.00
5	Hrs Skid Loader and excavator	90.00	450.00
1,150	SF 5' sidewalk at Pocket Park	3.80	4,370.00
2	Handicap ramps with ADA mats	475.00	950.00
6	Hrs Skid Loader and excavator	90.00	540.00
	Alpha Loop		
5,926	SF 12' wide 4" thick sidewalk	3.80	22,518.80
2,000	SF 8' wide 4" thick sidewalk	3.80	10,844.00
6,764	SF 12' wide 6" thick sidewalk	5.25	35,511.00
6	Handicap ramps with ADA mats	475.00	2,850.00
22	Hrs Skid Loader	90.00	1,980.00
2	Pump	1,500.00	3,000.00
	Note: there is some more sidewalks to be poured		\$65,859.80
		Total	\$86,322.00

Payments/Credits	\$0.00
Balance Due	\$86,322.00

Concrete Works LLC

P.O. Box 2204
Buford, GA. 30515

Purchase Order

Date	Invoice #
11/18/2020	8239

Bill To
The Providence Group 11340 Lakefield Drive, Ste 340 Johns Creek, GA 30097

P.O. No.	Terms	Project	Job Date
	Net 30	Atley	

Quantity	Description	Rate	Amount
1,020	ALPHA LOOP SF sidewalk	3.80	3,876.00

--

Total	\$3,876.00
Payments/Credits	\$0.00
Balance Due	\$3,876.00

Phone #	Fax #	E-mail
678-758-9925	470-395-0930	val@mycwillc.com

Specialty Construction Group			
Invoice #	Total Amount	Reimbursable Amount	Comments
24838	5,250.00	3,062.50	Difference between typical and expanded
Total		3,062.50	



SPECIALTY CONSTRUCTION GROUP

2502 Abbey Court
Alpharetta, GA 30004
770.751.3300

SEP - 3 2020

DATE	INVOICE #
8/31/2020	24838

The Providence Group
Ms. Kim Dobbs
11340 Lakefield Dr. Suite 250
Johns Creek, GA 30097

Project **Atley Entrance**

DESCRIPTION OF SERVICES	AMOUNT
HARDSCAPES (REMAINING 50%)	48,960.00
OVERLAY, CUTOUT LOGO AND BRUSHED SILVER (25%)	11,911.00
ELECTRICAL AND LIGHTING (100%)	7,400.00
BROOM FINISHED CONCRETE SIDEWALKS (85%)	19,652.85
HANDICAP RAMPS	5,250.00
GRADING, SITE PREP, AND CLEANUP	1,250.00
☆ $\\$5250 \times (7/12) =$ $\\$3,062.50$ $\\$ 3601 - \$27,018 3605 - \$25,000 3645 - \$10,000 3630 - \$32,405.85	
WE APPRECIATE YOUR BUSINESS!	Balance Due \$94,423.85

SEP - 3 2020

ASign GROUP
402 SENOIA ROAD - SUITE 2
TYRONE, GA 30290
770-486-1806
www.asigngroupinc.com
info@assigngroupinc.com

Date: November 9, 2021
 Quote #: 102921-1
 Expiration Date: Valid for 30 Days

To: The Providence Group
 Chandler
 11340 Lakefield Drive
 Johns Creek, GA 30097
 678 618 1123

Salesperson	Job
Casey Tanner	The Alpha Group

Qty	Item #	Description	Unit Price	Extended Price
1.00		PEDESTRIAN DIRECTIONAL - Double sided aluminum constructed post system per final proof and design	\$2,790.00	\$ 2,790.00
1.00		DECISION SIGNAGE - Double sided aluminum constructed post system per final proof and design	2,985.00	2,985.00
TAXABLE SUB-TOTAL				\$ 5,775.00
1.00		Installation of pedestrian systems onsite with concrete	\$795.00	795.00
Note: No stone base included in this estimate				
NON-TAXABLE SUB-TOTAL				\$ 795.00

Sales Tax Rate: 8% County Sales Tax

Quotation prepared by: Casey Tanner
 This is a quotation on the goods named: subject to the conditions noted below

Subtotal \$ 6,570.00
 Sales Tax 447.56
 Total \$ 7,017.56

Deposit: \$500 required prior to commencement of production job

To accept this quotation, sign here and return
 Date: 11/9/21

Chandler Little

Thank you for your business!



Option Signs

165A Tidwell Dr
Alpharetta GA, 30004
(770)-569-5871
United States

Bill To

The Providence Group of GA LLC
7752 Winthrop Rd
Alpharetta GA 30004
United States

Invoice

Date	11/25/2020
Invoice #	INV013187
Terms	NET 20
Due Date	11/25/2020
Sales Rep	Huxford, Patti
Memo	Atley Alpha Loop
Customer PO #	Atley Alpha Loop
MFG Project	PROJ32112 The Provi...
Invoice Messaging	

Item	Description	QTY on Sales Order	QTY Previously Billed	QTY Billed on Invoice	Unit Price	Amount	Product
32112. A	20"x42" .125 Aluminum Sign Face- mechanically fastened thru face. Painted face with vinyl decorate. 72" x 4" aluminum tube Double Sided. Paint: Akzo Nobel- Black Match Pantone 301 DP Match pantone 367 3M 7725-20 Matte White (Opaque)			1	210.00	210.00	
32112. B	20"x 20" .125 Aluminum Sign Face- mechanically fastened thru face. Painted face with vinyl decorate. 72" x 4" aluminum tube Double Sided. Paint: Akzo Nobel- Black Match Pantone 301 DP Match pantone 367 3M 7725-20 Matte White (Opaque)			2	175.00	350.00	
Installation	Installation			1	285.00	285.00	

Subtotal	845.00
Tax Total	43.41
Total	888.41
Amount Due	\$888.41





SPECIALTY CONSTRUCTION GROUP

2502 Abbey Court

22 2021

Invoice

Invoice #
24912
Date
4/15/2021
P.O. No.

Bill To
The Providence Group Jackson Stephens 11340 Lakefield Dr. Suite 250 Johns Creek, GA 30097
Project: Atley Entrance

Description	Contract Amt	Curr %	Previous Dr...	Current Dr...
ALPHA LOOP ARCH @ ATLEY: APPROX 12' TALL STEEL POSTS WITH ARCH EXTENDING HIGHER OVER ALPHA LOOP SIDEWALK. LASER CUT BRUSHED STAINLESS ALPHA LOOP SIGN MOUNTED AT PEAK OF ARCH.	11,992.00	100.00%		11,992.00
WE APPRECIATE YOUR BUSINESS!		Total		
		\$11,992.00		
		Payments/Credits		
		\$0.00		
		Balance Due		
		\$11,992.00		

2820

Lighting Services NEC® Standard Sale (Non-Governmental)



Customer Legal Name Atley Master Association Inc DBA Atley HOA
 Service Address 11705 Haynes Bridge Rd. Alpharetta GA 30009 County Fulton County
 Mailing Address 1630 Military Cutoff Rd, Suite 200, Wilmington, NC 28403
 Email jstephens@theprovidencegroup.com Tel # 678-475-9400 Alt Tel # _____
 Tax ID# 85-2531718 Business Description Homeowners Association

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	11	40	LED	Bollard
				Total (\$)
				\$52,582.50

Project Notes: Lights along Alpha Loop that runs through community

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NEC	Non-Gov	Metered	N/A

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:	<u>[Signature]</u>	Signature:	
Print Name:	<u>Jackson Stephens</u>	Print Name:	LaRhonda Mabry
Print Title:	<u>Land Operations Manager</u>	Print Title:	Account Exec
Date:	<u>9/10/2020</u>	Date:	

Castlerock Development Services	
Invoice	Amount
13367	400.00
13367	1,260.00
13367	540.00
13367	1,190.00
13367	720.00
13367	398.00
13367	1,120.00
13367	125.00
13367	352.00
13367	1,190.00
13367	186.48
13367	1,190.00
13367	186.48
13367	88.00
Total	8,945.96

Castlerock Development Services, LLC.
2021 Dahlonge Hwy
Cumming GA 30040

Invoice

Date	Invoice #
11/6/2021	13367

Bill To
The Providence Group 11340 Lakefield Dr Ste 140 Johns Creek GA 30097

Project / Job Name	
Atley	
P.O. No.	
Project Manager	Mac Fisher

Description	Qty	U/M	Rate	Amount
9/30/21				
Mobilization	1	ea	400.00	400.00
General Labor (4 men at 9 hrs each) - assembling Swings and Digging Footers	36	hr	35.00	1,260.00
Skid Steer - hauling dirt for picnic tables	6	hr	90.00	540.00
10/1/21				
General Labor (4 men at 8.5 hrs each) -pouring footers on swings and picnic tables	34	hr	35.00	1,190.00
Skid Steer - footer install and cleaning out catch basin by building	8	hr	90.00	720.00
Concrete	1	ea	398.00	398.00
10/4/21				
General Labor (4 men at 8 hrs each) - swing install, cleanup, landscape	32	hr	35.00	1,120.00
Sod Install	1	ea	125.00	125.00
Pine Straw Installation - at swings and tables	40	bl	8.80	352.00
10/8/21				
General Labor (4 men at 8.5 hrs each) - removing tree, pouring concrete for pads at trash bins, adjusting swings	34	hr	35.00	1,190.00
Concrete	1	ea	186.48	186.48
10/12/21				
General Labor (4 men at 8.5 hrs each) - landscaping, concrete, conduit locate, assembling another swing and installing, dug and poured footers	34	hr	35.00	1,190.00
Concrete	1	ea	186.48	186.48
Pine Straw Installation	10	bl	8.80	88.00
10/22/21				
Mobilization	1	ea	400.00	400.00
Mini Excavator - conduit install	8.5	hr	90.00	765.00
General Labor (3 men at 8.5 hrs each) - conduit install	25.5	hr	35.00	892.50
Total				

Atley - Land Cost			
Seller	Price	Acreage	Per Acre
Knight	2,020,000.00	2.04	
Burgess	2,020,000.00	6.103	
First American Exchange - Bates	2,020,000.00	2.628	
Strickland - Burgess	10.00	0.503	
Atlanta Deferred Exchange - Strickland	2,020,000.00	1.404	
Knight-Burgess	2,020,000.00	2.63	
	10,100,010.00	15.31	659,786.39

Alpha Loop Area				
23,880.00	sf	=	0.55	Acres

BUYER/SELLER CLOSING STATEMENT

SELLER: ELSIE BURGESS KNIGHT
BUYER: GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU # GA-180139-2
SITE: PARCEL ID 12-2701-0747-015-9 AND 12-2701-0747-014-2
 HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT: FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE: MAY 3 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 2,020,000.00			\$ 2,020,000.00
Purchase Price Adjustments				
Prorations/Deposits (Estimated)				
2019 Property Taxes (County \$2,002.41/365 = \$5.49 pd x 122 days)		\$ 669.78	\$ 669.78	
2019 Property Taxes (City \$369.94/365 = \$1.01 pd x 122 days)		\$ 123.22	\$ 123.22	
2019 Property Taxes (County \$995.81/365 = \$2.73 pd x 122 days)		\$ 333.06	\$ 333.06	
2019 Property Taxes (City \$202.86/365 = \$0.56 pd x 122 days)		\$ 68.32	\$ 68.32	
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 2,020.00			
Sub Totals:	\$ 2,022,020.00	\$ 1,194.38	\$ 1,194.38	\$ 2,020,000.00
Net Amount Due from Buyer		\$ 2,020,825.62		
Net Amount Due to Seller			\$ 2,018,805.62	

BUYER/SELLER CLOSING STATEMENT

SELLER: B. GAIL BURGESS
BUYER: GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU # GA-180139-4
SITE: PARCEL ID 12-2701-0747-012-6 AND 12-2701-0747-016-7
 HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT: FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE: MAY 3 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 2,020,000.00			\$ 2,020,000.00
Purchase Price Adjustments				
Prorations/Deposits/Estimated				
2019 Property Taxes (County \$351.13/365 = \$0.96 pd x 122 days)		\$ 117.12	\$ 117.12	
2019 Property Taxes (City \$71.53/365 = \$0.20 pd x 122 days)		\$ 24.40	\$ 24.40	
2019 Property Taxes (County \$2,096.84/365 = \$5.74 pd x 122 days)		\$ 700.28	\$ 700.28	
2019 Property Taxes (City \$315.66/365 = \$0.86 pd x 122 days)		\$ 104.92	\$ 104.92	
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 2,020.00			
Other Disbursements				
Sub Totals:	\$ 2,022,020.00	\$ 946.72	\$ 946.72	\$ 2,020,000.00
Net Amount Due from Buyer		\$ 2,021,073.28		
Net Amount Due to Seller			\$ 2,019,053.28	

BUYER/SELLER CLOSING STATEMENT

SELLER/EXCHANGER: FIRST AMERICAN EXCHANGE COMPANY, LLC AS QI FOR PEGGY B. BATES
BUYER: GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU # GA-180139-5
SITE: PARCEL ID 12-2701-0747-017-5
 HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT: FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE: MAY 2 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 2,020,000.00			\$ 2,020,000.00
Purchase Price Adjustments				
Prorations/Deposits/Estimated				
2019 Property Taxes (County \$351.13/365 = \$0.96 pd x 122 days)		\$ 117.12	\$ 117.12	
2019 Property Taxes (City \$71.53/365 = \$0.20 pd x 122 days)		\$ 24.40	\$ 24.40	
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 2,020.00			
Other Disbursements				
Exchange Fee First American Exchange			\$ 1,250.00	
Funds Due to Exchanger First American Exchange			\$ 1,200,000.00	
Sub Totals:	\$ 2,022,020.00	\$ 141.52	\$ 1,201,391.52	\$ 2,020,000.00
Net Amount Due from Buyer	\$ 2,021,878.48			
Net Amount Due to Seller	\$ 818,608.48			

BUYER/SELLER CLOSING STATEMENT

SELLER: EDNA B. STRICKLAND AS EXECUTRIX UNDER THE WILL OF LOUNETTE SHAW BURGESS
BUYER: GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU # GA-180139-3
SITE: PARCEL ID 12-2701-0747-018-3
 HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT: FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE: MAY 3 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 10.00			\$ 10.00
Purchase Price Adjustments				
Prorations/Deposits				
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 0.10			
Other Disbursements				
Sub Totals:	\$ 10.10	\$ -	\$ -	\$ 10.00
Net Amount Due from Buyer		\$ 10.10		
Net Amount Due to Seller			\$ 10.00	

BUYER/SELLER CLOSING STATEMENT

SELLER/EXCHANGER: ATLANTA DEFERRED EXCHANGE, INC., AS QI FOR EDNA B. STRICKLAND
SELLER: EDNA B. STRICKLAND
BUYER: GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU # GA-180139-6
SITE: PARCEL ID 12-2701-0747-023-3
 HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT: FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE: MAY 3 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 2,020,000.00			\$ 2,020,000.00
Purchase Price Adjustments				
Prorations/Deposits/Estimates				
2019 Property Taxes (County \$2,953.57/365 = \$8.09 pd x 122 days)		\$ 986.98	\$ 986.98	
2019 Property Taxes (City \$601.68/365 = \$1.65 pd x 122 days)		\$ 201.30	\$ 201.30	
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 2,020.00			
Other Disbursements				
Exchange Fee			\$ 1,250.00	
Funds to Edna B. Strickland not a part of the Exchange			\$ 65,000.00	
Sub Totals:	\$ 2,022,020.00	\$ 1,188.28	\$ 67,438.28	\$ 2,020,000.00
Net Amount Due from Buyer	\$ 2,020,831.72			
Net Amount Due to Seller/Exchanger	\$ 1,952,561.72			

BUYER/SELLER CLOSING STATEMENT

SELLER:	BEVERLY MAXINE KNIGHT (NARDIELLO) AS EXECUTRIX UNDER THE WILL OF JOHN W. BURGESS, SR.
BUYER:	GRBK HAYNES, LLC, A GEORGIA LIMITED LIABILITY COMPANY
NBU #	GA-180139-1
SITE:	PARCEL ID 12-2701-0747-009-2
	HAYNES BRIDGE, ALPHARETTA GEORGIA
ESCROW AGENT:	FIDELITY NATIONAL TITLE INSURANCE COMPANY
CLOSING DATE:	MAY 3 2019

DESCRIPTION	BUYER		SELLER	
	Debit	Credit	Debit	Credit
Purchase Price	\$ 2,020,000.00			\$ 2,020,000.00
Purchase Price Adjustments				
Prorations/Deposits (Estimated)				
2019 Property Taxes (County \$1,193.39/365 = \$3.27 pd x 122 days)		\$ 398.94	\$ 398.94	
2019 Property Taxes (City \$243.11/365 = \$0.67 pd x 122 days)		\$ 81.74	\$ 81.74	
DISBURSEMENTS:				
Fidelity National Title Insurance Company				
Transfer Tax	\$ 2,020.00			
Tax Lien payoff GSRAN-Z Servicing			\$ 1,346.41	
Other Disbursements				
Sub Totals:	\$ 2,022,020.00	\$ 480.68	\$ 1,827.09	\$ 2,020,000.00
Net Amount Due from Buyer		\$ 2,021,539.32		
Net Amount Due to Seller			\$ 2,018,172.91	



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: August 7, 2023

AGENDA ITEM:

Contract Award for Request for Proposal #23-110: Emergency Medical Services Equipment and Supplies
Consideration of approval of the award of RFP 23-110 to Bound Tree Medical, LLC and Henry Schein, Inc., in order to purchase emergency medical equipment and supplies, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 23-110 to Bound Tree Medical, LLC and Henry Schein, Inc., in order to purchase emergency medical equipment and supplies, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: THE FY 2024 BUDGET
INCLUDES APPROPRIATIONS TOTALING \$60,000
FOR MEDICAL SUPPLIES.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Medical Supplies (General Supplies) 10031511 - 531100 - PFS01	\$60,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

ITEM DESCRIPTION:

The City's Public Safety Department employs approximately (107) Certified Firefighters and (106) Sworn Police Officers, who are issued various amounts of emergency medical supplies. Additionally, the City provides medical coverage for all city events and Verizon Wireless Amphitheater. The City of Alpharetta provides approximately 7,000 emergency service responses per year.

The Finance Department, working with the Public Safety Department, prepared and issued a Request for Proposals (RFP 23-110) and advertised proposals on March 23, 2023. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City, and items may be added/eliminated during the course of the contract.

The following responses were received on April 20, 2023. Scores out of 100 are shown in parentheses.

- Bound Tree Medical, LLC (86.40)
- Henry Schein, Inc. (83.47)
- QuadMed, Inc. (72.67)
- Medline Industries, LP (63.78)
- McKesson Medical-Surgical Governmental (61.49)

Cost competitiveness represented 44% of the evaluation criteria weight. Pricing was requested for roughly 55 different items, with Boundtree Medical LLC and Henry Schein Inc. representing the overall lowest costs based on departmental purchase trends. Specifically, Boundtree Medical LLC was the lowest cost provider on 32 items and 2nd lowest on 11 items. Henry Schein Inc. was lowest cost provider on 9 items and 2nd lowest on 33 items. Together, these vendors will provide the department with the lowest acquisition costs coupled with the flexibility of multiple sourcing options.

The Public Safety Department desires to enter into a 5-year contract with the two highest-ranking vendors, Bound Tree Medical, LLC and Henry Schein, Inc., to purchase emergency medical equipment and supplies. The Department feels that awarding the contract to two vendors will help alleviate medical supply shortages due to high demand in the past few years. This will ensure our employees always have the emergency medical supplies they need. Therefore, staff recommends the award of RFP 23-110 to both Bound Tree Medical, LLC and Henry Schein, Inc.

ALTERNATIVES:

The City Council could reject all RFPs and direct staff to conduct a new RFP process.

ATTACHMENTS:

1. RFP 23-110 Executive Summary
2. RFP 23-110 Scoring Summary
3. RFP 23-110 Solicitation Documents
4. Bound Tree RFP 23-110 Submission
5. Henry Schein RFP 23-110 Submission
6. 23-110A Bound Tree Medical Contract from Legal
7. 23-110B Henry Schein Contract from Vendor_Signed

23-110 - Public Safety Emergency Medical Equipment and Supplies

Project Overview

Project Details	
Reference ID	23-110
Project Name	Public Safety Emergency Medical Equipment and Supplies
Project Owner	Abby Shipp
Project Type	RFP
Department	Public Safety
Project Description	The City of Alpharetta (City) is requesting proposals for public safety emergency medical equipment and supplies. The goal of this procurement is to issue a five year, non-exclusive contract to the awarded contractor(s). The RFP will be available online Thursday, March 23, 2023, at our bid posting website, https://cityofalpharetta.bonfirehub.com/. Interested parties are required to log in to review the RFP documents. This procurement is issued under the authority of the City's Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. Proposals will be due on Thursday, April 20, 2023, at 10:00 AM. All responses must be received before closing at https://cityofalpharetta.bonfirehub.com/, webpage for this project. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the closing time will not be considered.
Open Date	Mar 23, 2023 8:00 AM EDT
Close Date	Apr 20, 2023 10:00 AM EDT



Scoring Summary

Active Submissions

	Total	A - Group 1 Administrative	A-1 - Disclosure form	A-2 - E-verify	A-3 - W-9
Supplier	/ 100 pts	/ 3 pts	Pass/Fail	Pass/Fail	Pass/Fail
Bound Tree Medical, LLC	86.4 pts	0 pts	Pass	Pass	Pass
Henry Schein Inc	83.47 pts	0 pts	Pass	Pass	Pass
QuadMed, Inc.	72.67 pts	0 pts	Pass	Pass	Pass
Medline Industries, LP	63.78 pts	0 pts	Pass	Pass	Pass
McKesson Medical-Surgical Government Solutions LLC	61.49 pts	0 pts	Pass	Pass	Pass

	A-4 - Local Vendor Preference	A-5 - Addenda Acknowledgement	A-6 - Insurance Acknowledgement	A-7 - Authorized Signer	A-8 - Contract Legal contact info
Supplier	/ 3 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Bound Tree Medical, LLC	0 pts	Pass	Pass	Pass	Pass
Henry Schein Inc	0 pts	Pass	Pass	Pass	Pass
QuadMed, Inc.	0 pts	Pass	Pass	Pass	Pass
Medline Industries, LP	0 pts	Pass	Pass	Pass	Pass
McKesson Medical-Surgical Government Solutions LLC	0 pts	Pass	Fail	Pass	Pass

	A-9 - Unique SAM.gov Identifier	A-10 - SAM/ State Debar Check	B - Group 2 Technical	B-1 - Document 2: Method of Providing Services and Availability of Goods	B-2 - Document 3: Qualifications, Resumes, and References
Supplier	Pass/Fail	Pass/Fail	/ 53 pts	/ 34 pts	/ 19 pts
Bound Tree Medical, LLC	Pass	Pass	42.4 pts	27.2 pts	15.2 pts
Henry Schein Inc	Pass	Pass	40.88 pts	27.2 pts	13.68 pts
QuadMed, Inc.	Pass	Pass	35.72 pts	25.84 pts	9.88 pts
Medline Industries, LP	Pass	Pass	36.8 pts	23.12 pts	13.68 pts
McKesson Medical- Surgical Government Solutions LLC	Pass	Pass	36.96 pts	21.76 pts	15.2 pts

	C - Group 3 Cost Proposal	C-1 - Document 4: Cost Proposal
Supplier	/ 44 pts	/ 44 pts
Bound Tree Medical, LLC	44 pts	44 pts (\$50,399.35)
Henry Schein Inc	42.59 pts	42.59 pts (\$52,071.85)
QuadMed, Inc.	36.95 pts	36.95 pts (\$60,014.51)
Medline Industries, LP	26.98 pts	26.98 pts (\$82,179.38)
McKesson Medical-Surgical Government Solutions LLC	24.53 pts	24.53 pts (\$90,415.06)

Public Safety Emergency Medical Equipment and Supplies

[Scoring Summary](#)[Reviewer Scores](#)

Scoring Summary

Active Submissions

[View Proposal Analysis](#)

Supplier	Total / 100 pts	A-4 - Local Vendor Preference / 3 pts	B-1 - Document 2: Method of Providing Services and Availability of Goods / 34 pts		B-2 - Document 3: Qualifications, Resumes, and References / 19 pts		C-1 - Document 4: Cost Proposal / 44 pts	
			27.20 pts	27.20 pts	15.20 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)
Bound Tree Medical, LLC	86.40 pts	0 pts	27.20 pts	27.20 pts	15.20 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)
Henry Schein Inc	83.47 pts	0 pts	27.20 pts	27.20 pts	15.20 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)
QuadMed, Inc.	72.67 pts	0 pts	25.84 pts	25.84 pts	9.88 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)
Medline Industries, LP	63.78 pts	0 pts	23.12 pts	23.12 pts	13.68 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)
McKesson Medical-Surgical Govern...	61.49 pts	0 pts	21.76 pts	21.76 pts	15.20 pts	13.68 pts	9.88 pts	26.98 pts (\$82,179.38)

Click a proposal to view its individual scores

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment & Supplies

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no-communication period starts on the issue date of this RFP March 23, 2023, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be a reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using the Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: April 20, 2023, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this RFP.
4. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the RFP document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that the proposal has basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set up a site visit or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide on the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
 - a. Cover letter, business profile, and business information are required but not scored.
 - b. Required Forms are Pass/Fail.
 - c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
 - d. Unique Entity ID/identifier used at SAM.gov, is not scored.
 - e. Questionnaire scoring will depend on the information requested. Some questionnaire responses will be information only, while others may be pass-fail such as addendum acknowledgment.

Evaluation Criteria	Maximum Points
Method of Providing Services, Availability of Goods	34
Qualifications, Resumes, and References	19
Cost Proposal	44
Local Vendor Preference	3
Total Maximum point score	100

WHAT WE WANT TO DO

The City of Alpharetta (City) is requesting proposals for public safety emergency medical equipment and supplies. The City's Public Safety Department employs approximately (107) Certified Firefighters and (106) Sworn Police Officers, who are issued various amounts of emergency medical supplies. Additionally, the City provides medical coverage for all city events and Ameris Bank Amphitheater. The City of Alpharetta provides approximately 7,000 emergency service responses per year.

The information provided in this document is for estimation purposes and, in no way, guarantees the exact products or quantities of items to be purchased. The City reserves the right to decrease the number of and/or eliminate items; and/or purchase additional items as needed/required/budget allowed/etc. Offerors are not required to provide all items in the City's list.

The City's intent is to award a 5-year non-exclusive contract to one or more successful Offerors as necessary to meet the needs of the City.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in the Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all the required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.

- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in the complete removal of a proposal from scoring.
 - Format your documents using this outline:
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color (excludes photos, charts, section separators or headings), and
 - ☐ upload the proposal in PDF format.

DOCUMENT 1 Title: Company Information *No points, but is required.*

- This document must be no more than two (2) pages,
- Each section below will make up the Company Information document. This document must be in the following order:
 - A. **Cover Letter with a Brief Business Profile**, length of time in business, and a summary describing the company's strong points and why your experience with similar projects will benefit the City.
 - B. **Business information**, including name and home office address. If another office address oversees the work of this project, add that address information too.
 - C. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,

- telephone number, cell phone number, and
- e-mail address.

DOCUMENT 2 Title: Method of Providing Services and Availability of Goods 34 Points

This document must be no more than ten (10) pages, including the packing slip, invoices, and pictures of the packaging.

Method of Providing Services:

The offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished. This section shall include information such as, but not limited to:

- ordering methods
- return process
- delivery
- packaging and packing slips
- shipping costs
- invoicing
- current inventory of items in stock
- online website with inventory
- customer service phone number with 8 AM – 5 PM business hours Monday - Friday EST
- emergency contact
- real-time inventory accessibility
- ability to expedite shipping

Examples of a packing slip, invoices, and pictures of the packaging must be included with each of the offeror's proposal.

Availability of Goods:

The offeror shall explain their onsite inventory, lead times, location, and proximity to the City of Alpharetta's Public Safety Department at 2565 Old Milton Parkway, Alpharetta, GA 30009.

DOCUMENT 3 Title: Qualifications, Resumes, and References 19 Points

This document must be no more than six (6) pages.

Resumes and Experience of Key Personnel:

The offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel that will work with City personnel for sales, ordering and related services, and billing. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.

- length of employment with current employer

References:

The offeror shall provide a minimum of three (3) references, not including the City of Alpharetta. The references may include any government, university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully provided services and goods, which are similar in goals, scope, and complexity to the request described herein.

At a minimum, the Offeror shall provide:

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

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

DOCUMENT 4 Title: Cost Proposal, 44 Points**Schedule of Items**

A. Offerors must respond to this RFP by utilizing the Cost Proposal form. (This form can be found on the public procurement posting website for this project as a separate, fillable Excel worksheet.)

B. 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.

C. The estimated quantity is for evaluation purposes only. There is no guaranteed number or the exact items to be purchased.

D. This item catalog list will be used for evaluation by the City's review team. The contracted Offeror(s)'s item catalog list will also be used for ordering and price guarantee.

F. The cost proposal should not be included in any other proposal documents.

G. The costs will be evaluated on a weighted total cost based on the estimated quantity of items.

H. Proposals may be scored on a subset of the items.

Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return them to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your score if you return the forms separately.
- Below are the required forms for all proposals:
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ *E-Verify side note:* Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
- ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A, B, Cs.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

D. Local Vendor Preference application is not a required document. 3 Points

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information/documents.

[remove LVP section here and in criteria matrix if doesn't apply to this procurement]

3. Other Required Information**Questionnaire**

We use a questionnaire to gather important information needed for legal requirements, your acknowledgments, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Addenda Acknowledgement, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Insurance Requirement Acknowledgement, Response Type: Yes, No entry.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment and Supplies

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the conditions and requirements of any proposed Work within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror 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.

Acknowledging these statements by the submission of a proposal in response to this request for proposals from the City of Alpharetta, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or proposals, to reject any bid or proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or proposal that shows that a Offeror cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

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

3. Receipt of Proposals and Public Inspection

- a. 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. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

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

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

b. Procurement Agent's Review of Proposals:

The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions noted 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 by the Offeror;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

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

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

Any Contractor as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the contractor agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

2. 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 will, 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 ability.

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

3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees must 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. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

4. General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the 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 must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Contractor must supply 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 will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this

indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

5. Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

6. Term.

The Contract is for a term of five [5] years starting September 1, 2023, and ending August 30, 2028, 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 added period as may be necessary or advantageous to the City.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting September 1, 2023, and ending at 11:59 p.m. (Eastern Time) on [August 30, 2028 (the "End Date")]. In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from September 1, 2023 through 11:59 p.m. (Eastern Time) on August 30, 2024, and will automatically renew for additional one (1) year terms, each beginning on September 1st following the existing term year and ending at 11:59 (Eastern Time) on August 30th of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract hourly rates for the above-stated contract term will remain as offered by the Contractor, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior

to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

7. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, 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 such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here 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 with the order of precedence set forth therein.

8. Performance Prior to Contract Execution

The successful Contractor will 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 will be proceeding at the Contractor's risk and will 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.

9. Subcontractors

The highest-scoring responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and will 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 will 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 because of any contract award derived from the procurement, will create any contractual relationships between any subcontractor of the Contractor and the City.

10. Independent Contractor

The Contractor will always 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 will 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 will 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 must 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.

11. 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 will not enter into a contract for the physical performance of services unless the Contractor registers and takes part in a federal work authorization program (E-Verify). Further,

Contractors submitting a Proposal for the physical performance of service must 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 will give a response for the physical performance of service unless the Contractor takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

- 1) Per 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 will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c) Sub-subcontractors will 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 takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- 2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions about 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 supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per 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 will 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 B hereof and keep records of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the contractor/subcontractor agreement. It will be the duty of the Awarded Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- 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 will become a part of the subcontractor/sub-subcontractor agreement.
- 4) The Contractor must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

- 6) 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.

12. Compliance with Laws

The Contractor will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, 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 based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

13. Termination

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In case of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

14. Ownership of Work Product

In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

Appendix A: City Truck Route Allowed Truck Routes and Map

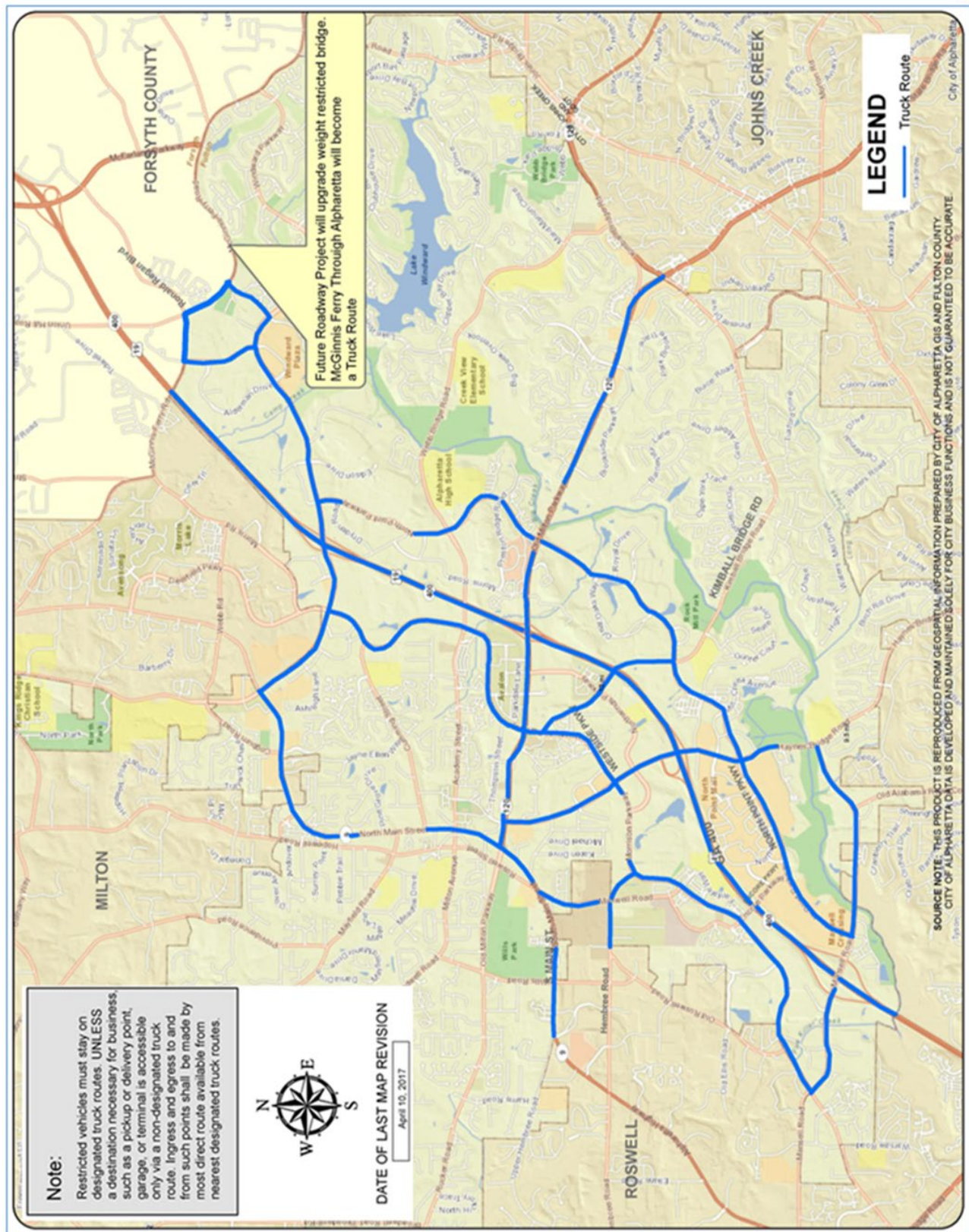
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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 will 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.





Appendix B: Informational Forms

Do not return these forms with your proposal. These are information only for the RFP process. Forms will be used only by the consultant / contractor that is awarded the contract for this project or service.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

**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

Sub-subcontractor E-verify Affidavit



**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

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment and Supplies

RFP Addendum Posting Date: April 4, 2023

ADDENDUM #

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

Question 1: Would the city be willing to provide a version of the "Cost Sheet w Quantities" document that isn't locked? We will use this to cross reference with our inventory.

Answer 1: We are unable to provide an unlocked spreadsheet. We need to be certain that all responses include the same information in the same order for comparison purposes.

Question 2: Will this bid be awarded to more than one vendor?

Answer 2: The City's intent is to award a 5-year non-exclusive contract to one or more successful Offerors as necessary to meet the needs of the City.

Question 3: Can you please outline allowed price adjustments will they be allowed after the first 12 months of the contract 8/30/2024, will you allow adjustments by manufacturer increases?

Answer 3: Pricing is set for the first (24) months of the contract. After the first (24) months, pricing may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average - All Items; most recent month). Contractor must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

Question 4: Can we no bid an item and still be considered for award?

Answer 4: Yes, Offerors can "no bid" an item and still be considered for award. Offerors do not have to provide every item on the schedule of items.

Question 5: Gauze Pad 12-ply 4x4 BOX how many in a box, Sterile or Non-Sterile
Gauze Pad 8 ply 4x4 CS how many in a box, how many boxes in a case Sterile or Non-Sterile

Answer 5: 100 to the box. 6 to the case. Nonsterile.

Question 6: Greenline D FO Blades, are these metal or plastic? How Many are in a BOX/CASE?

Answer 6: Metal sold by the Each.

Question 7: Filter Kit. High Efficiency Filter Kit Manufacturer Backorder. Please provide a manufacturer and product code.

Answer 7: Laerdal high efficiency filter kit for the suction 4 unit.

Question 8: I Gel. Is the Size 3 Small a duplication- it's on here 2 x? Same question for size 5? Are you asking for the Resus Kit for the 3, 4, 5 ? The Single tubes are no longer available to the EMS Market.

Answer 8: I gel's come in two different packages. One with a head strap and one without.

Question 9: Glucose. Sold By PR is this PK, and you looking for a price for a PAK of 3?

Answer 9: Pack of 3.

Question 10: Medi-Trace 535 Series Electrode. You have the same product listed 2 x just a different UOM what are you looking for, what packaging do you want this quoted in? the # is 31115788 5/pk 12/pk/box (60) 10/bx/ca (600)

Answer 10: Adult is 525 120 packs of 5 per case. Pediatric 135 120 packs of 5 per case.

Question 11: Patient Strap Pair. What is the material? Disposable or reusable? length 5', 7', 9', what type of buckle? What are the ends clip or loop?, Metal or Plastic?

Answer 11: Hand straps for the Lucas 2 and 3.

Question 12: Pull-Tite II Seal Blue. Do you have this duplicated or are you looking for something else for the 2nd one?

Answer 12: We use two colors Blue and Red.

Question 13: Trauma Bag. Semi-Rigid Trauma Bag w/Modules, need mfg. and product code, need more information.

Answer 13: Propak Manufacturing Royal Blue Product Number 86DE01RY

Question 14: Sodium Chloride 0.9% 250ml Bag. Listed twice only difference is UOM sold, can you remove one?

Answer 14: No. We must use multiple vendors due to product allocations.

Question 15: Renewal Term. What do you mean by HOURLY RATES?

Answer 15: The contract terms and conditions are modified as follows:

"The Contract ~~hourly rates~~ pricing for the above-stated contract term will remain as offered by the Contractor, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below."

Question 16: Airlife Sterile Water for irrigation 500mL. This item appears to be listed twice. Will one be removed? Also, sold by is case but no indication of how many per case. We need this information to bid the proper quantity.

Answer 16: No. We must use multiple vendors due to product allocations.

Question 17: Sold by clarification. Several items are listed with a Sold by other than EA but there is no information on how many are in the PK, BX, CS, etc. We need to know the quantity requested for each item listed with a UOM other than EA.

Answer 17: Bid as a case.

Question 18: Butterfly Safety Scalp Vein set. Need to know what size, mfg. name, item#, how many per box?

Answer 18: 23 or 27 gauge is fine. 50 per box.

Question 19: Curaplex Select Endotracheal Tube with stylets. Several of the sizes are listed twice, 2.5mm, 4.5mm, 5mm, 6mm, 8mm. Will the duplicate lines be removed? Also how many per BX or CS?

Answer 19: No. We must use multiple vendors due to product allocations. They come 10 to a box.

Question 20: Curaplex Select Nasopharyngeal Airways. Several sizes are listed twice. Will the duplicates be removed? How many per box?

Answer 20: No. We must use multiple vendors due to product allocations. They come 10 to a box.

Question 21: Lubricating Jelly 2.7g clear. The item is listed by the EA but is normally sold 144/bx. Are you looking for 2 individual packets of lube jelly or 2 boxes.

Answer 21: 2 boxes. 144 per box.

Question 22: Sodium Chloride 0.9% all sizes. All these appear to be listed twice. Will the duplicates be removed?

Answer 22: No. We must use multiple vendors due to product allocations.

Question 23: Should prices be quoted as all-inclusive? Tax exempt?

Answer 23: Yes, pricing should be all-inclusive. The City is tax exempt from Georgia Sales Tax.

Question 24: In the Scope of Work, Pg 4 # 2, Can we include a redline version of sections of the RFP, if needed, even though the RFP requires the document be in black font?

Answer 24: Requested documents include (1) Company Information, (2) Method of Providing Services & Availability of Goods, (3) Qualifications, Resumes & References, and (4) Cost Proposal. If necessary, the offeror may include a section "Suggested Changes to Specifications" within the Method of Providing Services & Availability of Goods document.

Question 25: In the Scope of Work, Pg. 8, #3 – MMSGGS doesn't have a "Corporate Secretary" that executes our contracts. Can we list a different staff position that is authorized to sign on behalf of the company?

Answer 25: The corporate secretary would apply to an incorporated business. If your firm is another type of entity, then it would not apply to your organization.

Question 26: In the Scope of Work, Pg. 8, #3 – Can you please explain what you mean by "contact for legal notices"?

Answer 26: The contact for legal notices is whoever in the company that should be notified of a legal matter. Each company may use a differently titled position for it. It could be the registered agent, legal counsel, or another position within the organization.

Question 27: In the Information and Contract Terms & Conditions, Pg. 3, #1 - States that the vendor must follow all policies and procedures of the city – can you please share these with us to review and/or share with us the relevant policies we should be aware of?

Answer 27: In the RFP Information, Contract Terms, and Conditions document, the disclosure refers to a contractor who is working on the procurement specifications/scope of work or working as a consultant for a procurement. It does not apply to an offeror in response to this solicitation.

Question 28: In the Information and Contract Terms & Conditions, Pg. 5, #6, - Are price increases permitted? If so, at what frequency? The document mentions hourly rates tied to the CPI, but not the cost of goods.

Answer 28: Pricing is set for the first (24) months of the contract. After the first (24) months, pricing may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

Question 29: In the Information and Contract Terms & Conditions, Pg. 6, #10 – Please confirm we do not need to provide proof of compliance with the Workers’ Compensation Act for a goods contract?

Answer 29: The offerors are not obligated to provide proof of compliance with Workers’ Compensation Act in their proposal. The awarded offeror will be asked to provide a Certificate of Insurance, including proof of Workers Compensation insurance, prior to issuance of a purchase order.

END ADDENDUM

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment and Supplies

RFP Addendum Posting Date: April 5, 2023

ADDENDUM # 2

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

Question 6: Greenline D FO Blades, are these metal or plastic? How Many are in a BOX/CASE?

[Answer 6: Metal sold by the Each.](#)

Question 6 Follow-Up: Will you be updating the spreadsheet as the "Sold by" for these all say CS or BX?

[Answer 6 Follow-Up: Refer to the new cost sheet.](#)

Question 17: Sold by clarification. Several items are listed with a Sold by other than EA but there is no information on how many are in the PK, BX, CS, etc. We need to know the quantity requested for each item listed with a UOM other than EA.

[Answer 17: Bid as a case.](#)

Question 17 Follow-Up: We need to know the quantity expected for each item in order for the extended total to be correct.

[Answer 17 Follow-Up: Refer to the new cost sheet.](#)

Question 21: Lubricating Jelly 2.7g clear. The item is listed by the EA but is normally sold 144/bx. Are you looking for 2 individual packets of lube jelly or 2 boxes.

[Answer 21: 2 boxes. 144 per box.](#)

Question 21 Follow-Up: Will the spreadsheet be updated to the correct "Sold by" ?

[Answer 21 Follow-Up: Refer to the new cost sheet.](#)

END ADDENDUM



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment and Supplies

RFP Addendum Posting Date: April 6, 2023

ADDENDUM # 3

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

Follow-Up Questions:

Question 8: I Gel. Is the Size 3 Small a duplication- it's on here 2 x? Same question for size 5? Are you asking for the Resus Kit for the 3, 4, 5 ? The Single tubes are no longer available to the EMS Market.

Answer 8: I gel's come in two different packages. One with a head strap and one without.

Question 8 Follow-Up # 1: On the revised cost sheet you have these as 25/cs but the ones packed with a head strap are 6/cs and the 25/cs is no longer available to the EMS market.

Answer 8 Follow-Up: The correction to the cost sheet has been made. These will now be priced as EA for the RFP.

Question 21: Lubricating Jelly 2.7g clear. The item is listed by the EA but is normally sold 144/bx. Are you looking for 2 individual packets of lube jelly or 2 boxes.

Answer 21: 2 boxes. 144 per box.

Question 21 Follow-Up # 1: Will the spreadsheet be updated to the correct "Sold by" ?

Answer 21 Follow-Up: Refer to the new cost sheet.

Question 21 Follow-Up # 2: New cost sheet has sold by as "EA"

Answer 21 Follow-up # 2: These should read BX (BX of 144) Qty - 2.

New Question:

Question 1: Does this bid require the vendor to have a place of business in the city?

Answer 1: No, the Offeror does not have to have a place of business in the City.

END ADDENDUM

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-110

RFP Title: Public Safety Emergency Medical Equipment and Supplies

RFP Addendum Posting Date: April 13, 2023

ADDENDUM # 4

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

Question 1: During this time we cannot hold pricing firm for two years, will you re-consider an allow for manufacturer price increases every 12 months and not by CPI, the manufacturers do not follow this practice we are not able to hold pricing beyond 12 month periods at a time.

Answer 1: In the RFP Information, Contract Terms & Conditions document, page 5, # 6, based on the provided information, we will modify the terms and conditions as follows:

All prices in the Offeror(s) proposal shall be firm for the initial 12-months of the Term of the Agreement. All price changes for the renewal term(s) shall be presented to the City of Alpharetta for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer.

Question 2: Question on page 5 of Information and Contract TC #6-No Price Adjustments for the first 2 years of the contract. Would you allow for manufacturers increases after year 1 with supported documentation provided by manufacturers?

Answer 2: Refer to Question and Answer 1.

END ADDENDUM

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4	EA	20			\$ -
3M 1860 N95 Particulate Respirator Mask, Regular	CS/120	2			\$ -
3-Way Stopcock, 0.26mL, Spin-lock Connector	EA	3			\$ -
Adjustable PEEP Valve, 5-20mg H2O, 19mm	EA	1			\$ -
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black	EA	2			\$ -
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial	EA	1			\$ -
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*	CS/16	1			\$ -
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L	EA	3			\$ -
ARS® Needle Decompression Kit, 14 Gauge	EA	2			\$ -
Asherman Chest Seal, 5.5 dia	EA	1			\$ -
Assure® Prism Multi Control Solution	EA	6			\$ -
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped	BX/50	1			\$ -
Band-Aid® Adhesive Bandage, 1in x 3in	BX/100	1			\$ -
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge	CS/200	1			\$ -
Butterfly Safety Scalp Vein Set	BX/50	2			\$ -
Combat Application Tourniquet, Tactical Black	EA	6			\$ -
Conforming Non-sterile Stretch Gauze Bandage, 4in	CS/96	1			\$ -
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	EA	3			\$ -
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	EA	1			\$ -
Curaplex® DART with 3CC Syringe	EA	40			\$ -
Curaplex® Disposable Pen Lights	EA	10			\$ -
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm	EA	15			\$ -
Curaplex® Fingertip SPO2 Monitor, Lightweight	EA	1			\$ -
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL	CS/25	1			\$ -

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	EA	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	CS/100	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	EA	10			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	EA	19			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	EA	34			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	CS/100	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	EA	5			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	CS/100	2			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	EA	3			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	BX/10	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	EA	100			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	EA	3			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	EA	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1			\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	EA	2			\$ -
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium	EA	1			\$ -
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite	EA	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 19FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 20FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1			\$ -

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® Select Nasopharyngeal Airway, 30FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 32FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1			\$ -
Curaplex® Select Nasopharyngeal Airway, 36FR	BX/10	1			\$ -
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter	CS/10	1			\$ -
Dynarex® Instant Hot Pack, Sin x 9in, Case of 24	EA	1			\$ -
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue	EA	1			\$ -
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	BX/10	10			\$ -
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	EA	50			\$ -
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire	EA	1			\$ -
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	EA	20			\$ -
EMS Field Guide ALS Version, 20th Edition	EA	2			\$ -
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in	EA	3			\$ -
G3 Breather Pack, Green	EA	20			\$ -
G3 Tidal Volume Emergency Oxygen Pack, Green	EA	10			\$ -
Gauze Pad, 12-ply, 4in x 4in	BX/50	2			\$ -
Gauze Sponge, 8-ply, 4in x 4in	CS/600	1			\$ -
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1			\$ -
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1			\$ -
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4	BX/20	2			\$ -
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3	BX/20	1			\$ -
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0	EA	2			\$ -
High Efficiency Filter Kit *Manufacturer Backorder*	EA	50			\$ -

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
I-gel® Supraglottic Airway, Size 3, Small Adult	EA	1			\$ -
I-gel® Supraglottic Airway, Size 4, Medium Adult	EA	1			\$ -
I-gel® Supraglottic Airway, Size 5, Large Adult	EA	1			\$ -
I-gel® Supraglottic Airway, Size 5, Large Adult	EA	1			\$ -
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0	BX/20	1			\$ -
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk	EA	6			\$ -
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3	EA	35			\$ -
King Vision™ Reusable Video Laryngoscope Digital OLED Display	EA	35			\$ -
Littmann® Master Cardiology™ Stethoscope, 27in L, Black	EA	3			\$ -
Lubricating Jelly, 2.7g, Clear	BX/144	2			\$ -
Luer Lock Tip Hypodermic Syringe without Needle, 5cc	EA	5			\$ -
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in	BX/100	3			\$ -
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe	EA	3			\$ -
Magill Forceps, Adult	EA	1			\$ -
MegaMover® 1500, White	CS/10	1			\$ -
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in	EA	1			\$ -
Neotech Meconium Aspirator, Clear	BX/40	2			\$ -
O2-RESQ™ CPAP Valve, 10cm, Green	EA	10			\$ -
O2-RESQ™ CPAP Valve, 15cm, Red	EA	24			\$ -
O2-RESQ™ CPAP Valve, 2.5cm, White	BX	2			\$ -
O2-RESQ™ CPAP Valve, 5cm, Blue	EA	100			\$ -
Olaes Modular Bandage, 6in	EA	2			\$ -
One-piece Bite Stick, Green	EA	1			\$ -
Patient Strap, Pair	PR	6			\$ -

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Pelican 1440 Protector Top Loader Case with Foam, Black	EA	1			\$ -
Plain Penlight, 5in L x 0.5in dia.	EA	1			\$ -
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant	EA	3			\$ -
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1			\$ -
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1			\$ -
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red	EA	1			\$ -
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub	EA	2			\$ -
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr	BX/10	2			\$ -
Safetec® Ammonia 15-30% Strength Inhalant Towelettes	BX/10	1			\$ -
Safety Lancet, 21ga x 2.2mm D	EA	20			\$ -
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	CS/60	3			\$ -
SAM® XT Extremity Tourniquet, Tactical Black	EA	1			\$ -
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue	EA	1			\$ -
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red	CS/10	4			\$ -
SharpSafety Transportable Sharp Container, 1qt, Red	CS/20	1			\$ -
Sodium Chloride 0.9%, 1000ml IV Bag	EA	1			\$ -
Sodium Chloride 0.9%, 100mL Bag	EA	1			\$ -
Sodium Chloride 0.9%, 250mL Bag	EA	1			\$ -
Spear - Simplified Pneumothorax Emergency Air Release	EA	10			\$ -
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter	CS/6	1			\$ -
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve	EA	4			\$ -
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve	EA	65			\$ -
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	EA	14			\$ -
Stifneck® Select™ Extrication Collar, Adult	EA	4			\$ -

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
SurgiLance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D	CS/1500	1			\$ -
SWAT™ Tourniquet, Rescue Orange	EA	1			\$ -
Triangular Bandages, 40in x 40in x 56in	EA	10			\$ -
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape	EA	12			\$ -
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green	BX/50	2			\$ -
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink	EA	2			\$ -
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue	EA	5			\$ -
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow	EA	3			\$ -
Window Punch, Aluminum Barrel, Center	EA	5			\$ -
Wound Simulator Gen2	EA	10			\$ -
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp	EA	10			\$ -
Total					\$ -

Offeror's Name:	
Address:	
Print/Type Name(s) and Title(s) of Authorized Signer(s):	
Contact Info - Phone Number:	
Contact Info - Email Address:	

CITY OF ALPHARETTA LOCAL VENDOR PREFERENCE (LVP)



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 LVP, 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.).

For preference, Alpharetta Vendors must complete and return the Local Vendor Certification Form located at the end of this document. Every Vendor seeking qualification for local preference must include this form with vendor's response to this eligible procurement. The completed form must be accompanied with all required documentation noted on the form.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award for their responsive and responsible bid (ITB)/proposal (RFP) if:

For an ITB: If the lowest responsive and responsible Bidder is a non-Alpharetta vendor:

- Alpharetta vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3%) of the lowest responsive and responsible bid.
- If multiple Alpharetta vendors are within three percent (3%) of the lowest responsive and responsible bid, then contract award will go to the Alpharetta vendor with the lowest responsive and responsible bid.

For an RFP: Alpharetta Vendor preference of three percent (3%), or equivalent unit of measure, shall be provided as an evaluation criterion.

Exceptions:

- a. Formal solicitations with a contract value of \$500,000.01 or greater;
- b. Public Works Construction Projects totaling \$100,000.00 and greater (O.C.G.A. Chapter 91 of Title 36);
- c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;
- d. Federal or State law prohibits the use of local preference;
- e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;
- f. The Alpharetta vendor is either non-responsive or non-responsible;
- g. All bids submitted exceed the budget amount and supplemental funding is not available;
- h. Emergency purchases; and
- i. The procurement Official, City Administrator, and/or City Council may exempt any formal solicitation from the Alpharetta Vendor Preference.

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:



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: _____

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:

No known relationship exists ☐

Yes, 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.

City Elected Official and/or Employee Name and position

Contribution Amount/Value (if any)

Contribution Date and Description

List other Relationship if not contribution

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.

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;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, 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 City elected official or employee to transact business with the City 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.

Company Name

Subscribed and sworn before me on this the

Signature of Authorized Officer or Agent

_____ day of _____, 20_____

Date

Notary Public

Printed Name & Title of Authorized Officer or Agent

My Commission Expires
(Notary Stamp)

Company Address



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

Federal Work Authorization 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 date _____ 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 _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Notary Stamp)



Bound Tree

City of Alpharetta Fire Department:
Public Safety Emergency Medical Equipment &
Supplies
RFP # 23-110

Document 1: Company Information

April 20, 2023

City of Alpharetta Fire Department
Attn: Abby Shipp, Procurement Agent
2 Park Plaza
Alpharetta, GA 30009

Dear Abby Shipp:

Bound Tree Medical is pleased to offer the attached proposal for the City of Alpharetta Fire Department for Request for Public Safety Emergency Medical Equipment & Supplies. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

Bid Proposal

- Bid General Provisions & Specifications
- Note the document sections included (Doc 1, 2, etc)
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions

About Bound Tree Medical

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- BTM Price Increase Information
- Bound Tree Certificates of Insurance
- Bound Tree W-9

Solutions and Services

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Jim Luck NREMT-P/FF
Account Manager
740.739.7127
jim.luck@boundtree.com

Heather Legg
Pricing Analyst, Bids & Contracts
614.760.5179
heather.legg@boundtree.com

Bound Tree Medical, LLC – A Limited Liability Corporation

Fed ID # 31-1739487
Dubs and Bradstreet # 070556204

Mailing & Physical Address:

5000 Tuttle Crossing Blvd.
Dublin, Ohio 43016

Payment Address:

23537 Network Place
Chicago, Illinois 60673-1235

Primary Point of Contact:

Jim Luck NREMT-P/FF – Account Manager
Phone. 951-404-9130
Email: jim.luck@boundtree.com

Contract Clarification Requests:

Heather Legg – Pricing Analyst, Bids & Contracts
Phone. 614-760-5179
Email: heather.legg@Boundtree.com

Bound Tree Medical Principals:

Rob Meriweather – President
Brian LaDuke – CEO
Darrell Hughes –Secretary
Shawn Saylor – Treasurer

Additional Contact Information:

Main Phone: 800.533.0523
Main Fax: 877.311.2437
Customer Service – CustomerService@Boundtree.com
Bids & Contracts – SubmitBids@Boundtree.com

EXECUTIVE SUMMARY

Bound Tree recognizes and understands the challenges that City of Alpharetta Fire Department is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 40 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

THE RIGHT PRODUCTS

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products offers significant savings over name brand products and enables providers to deliver quality treatment at a better overall value. We stock over 2,300 Curaplex items in 13 categories to maximize savings on products you use the most.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

THE RIGHT SERVICES

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

THE RIGHT SUPPORT

Sales Support Team – City of Alpharetta has a dedicated local Account Manager, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements City of Alpharetta may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

Bound Tree University – Our Bound Tree University website provides over 15 hours of FREE, accredited CEUs to help drive employee retention and on-going training.

THE RIGHT INFRASTRUCTURE

BoundTree.com – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

Nationwide Distribution – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

Medical Device Kitting – Aside from having 5 distribution centers nationwide, Bound Tree also operates an FDA approved medical device kitting facility in Flower Mound, TX. This facility has ISO accreditation. There is an extremely wide variety of standard kits available, as well as the ability to produce custom kits.

Disaster Support – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

BOUND TREE MEDICAL TIMELINE

1978 – Founded by David Currier in Henniker, New Hampshire.

1995 – Merged with ALS in Tempe, Arizona to become Bound Tree/ALS.

2001 – Merged with Parr Emergency Products, in Galloway, Ohio to become Bound Tree Parr, LLC.

– Acquired PMX Medical, the emergency medical business of Pro Med Company, located in Salt Lake City, Utah; changed name to Bound Tree Medical, LLC.

2002 – Entered into a long-term strategic agreement with Sun Belt Medical Supply, Inc. for the supply of pharmaceuticals and related products to the pre-hospital marketplace.

2007 – Bound Tree Medical Europe Ltd acquired the assets of Galls® Europe Ltd; appointed a distributor of Galls® and DynaMed™ throughout Europe.

2008 – Became part of new holding company, Sarnova, Inc.

2009 – Acquired Blue Ridge Medical, Inc., a national supplier of pharmaceuticals to the EMS community.

2011 – Acquired Alliance Medical, Inc. (AllMed).

2013 – Acquired Progressive Medical International (PMI).

2018 – Bound Tree celebrates 40 years of being Your Partner in EMS.

2019 – Bound Tree acquired Southeastern Emergency Equipment on January 23, 2019.

2019 – Bound Tree acquired EMS business from Concordance Healthcare Solutions on June 20, 2019.



Bound Tree

City of Alpharetta Fire Department:
Public Safety Emergency Medical Equipment &
Supplies
RFP # 23-110

Document 2: Method of Providing Services and Availability of Goods

METHOD OF PROVIDING SERVICES

Orders are accepted via the below methods:

- Phone: 800-533-0523
- Fax: 800-257-5713
- Email: customerservice@boundtree.com
- Web: www.boundtree.com

SHIPPING AND PRODUCT AUTHENTICATION

All orders are picked via Company pick ticket, which is used for quality, accuracy, customer verification and documentation. Product with expiration dates are picked to ensure that product with the closest expiration date is shipped first ("first-expired/first-out" = FE/FO). When the product is identified and picked, the picker verifies the product label against the pick ticket. This verification includes but is not limited to:

- Product item number, description, and NDC number.
- Product expiration date is verified as more than six (6) months remaining or per customer requirements.
- Product lot number or serial number.
- Unit of measure that was ordered (example: each, case).

During the picking process, the product is carefully inspected for identity and to ensure the product has not been damaged, stored under improper conditions or has expired. After the order is picked, a quality check is performed to ensure that the orders are accurate. The packing of product step is to ensure that the goods arrive to the customer without damage or any other integrity issues. The packing process include the following factors:

- Verify product for accuracy.
- Ensure items are securely placed in proper shipping container.
- Ship product/order to customer via common carrier.

PRODUCT VERIFICATION

- Items ready for packing and shipping shall be inspected to verify that the proper product is being shipped, that the expiration date has not passed and that it is not damaged or has been held under improper conditions.
- Items shall be shipped in the original manufacturer cartons when appropriate. If items are repacked, proper cartons and packaging materials shall be used to minimize the chance of breakage or other damage to the contents.

SHIPPING PROCESS

Product is shipped by common carrier or may be shipped via a Company delivery vehicle. All shipments of prescription products require signature by the customer upon delivery. Prior to shipment/distribution, all outgoing shipment, specifically but not limited to prescription drugs, must be carefully inspected to verify identity and to ensure that there is no damage or product held under improper conditions.

DELIVERY / ABILITY TO EXPEDITE SHIPPING

Below are the standard delivery methods that will be employed by Bound Tree Medical. The Standard delivery days is provided assuming receipt of order is placed prior to 2:00 p.m. CST each day, placing orders prior to 2:00 p.m. CST helps to ensure that they are placed into fulfillment same day.

Standard Delivery

Small Parcel

- Delivered by FedEx Ground
- Standard delivery from primary warehouse is 1-2 day

LTL Freight

- Delivered by R& L Carrier
- Standard delivery from primary warehouse is 1-2 day

Expedited Delivery

Small Parcel

- Delivered by FedEx Next Day
- Additional costs are dependent on actual dimensions and weight of cartons shipped

LTL Freight

- Delivered by R& L Carrier
- LTL –Next Day

On Time Delivery

Below are the standard on-time delivery and stock-out data from contracts or customers of similar size and scope to this opportunity.

On Time Delivery rates

- FedEx Ground - 98.5% on-time
- LTL via RL Carrier - 98.1% on-time

Stock Fill Line Rates

- 94.95%

Shipping Costs

Bound Tree Medical does not charge for any of the shipping costs with the exception to expedited shipping. If it is necessary to expedite shipping, pricing can be determined at the time of occurrence.

Availability of Goods

The offeror shall explain their onsite inventory, lead times, location, and proximity to the City of Alpharetta's Public Safety Department at 2565 Old Milton Parkway, Alpharetta, GA 30009.

Stocking Capabilities

- 5 warehouses located nationwide with full capabilities to receive, store and ship.
- Same or next day shipping availability on stocked items.
- Climate controlled storage capabilities.
- Well-stocked inventory for customer's needs, including safety stock for any emergency and un-forecasted requirements.
- Bulk storage available.
- In the event of an emergency or natural disaster, multiple locations are licensed to ship to all states as an alternative to the primary shipping warehouse.

Inventory Control Methods

- Establish monthly usage to determine stocking policies (order point or buy to order.)
- Maintain an inventory/demand planning system that is driven by analysis and forecasting by buyers.
- Demand planning system utilizes lead times and safety stock levels to ensure product delivers before it is needed so items arrive in time for use.
- Ability to drop ship orders direct from manufacturer.

PACKING AND PACKING SLIPS

Attached within this section is a sample of a packing slip.

*Not included is a sample of our packaging per the answering to the question posted on the website for this opportunity.

INVOICING

Attached within this section is a sample of an invoice.

WEBSITE WITH REALTIME INVENTORY ACCESS

BoundTree.com – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

Once a customer has established an online account, you can enter your account number and billing zip code. Registering will allow you to see your pricing and stock availability.

The Bound Tree website gives you full control over your account. You can place orders, review order history, and run purchase summary reports when it's convenient for you. You can also easily access the items you order most frequently by utilizing supply lists, saved carts or previously ordered items. These features make your online shopping experience quick and easy. We want to make your online shopping experience even easier! Utilize our inventory status feature to see product availability before you place your order.

ADDITIONAL INVENTORY MANAGEMENT OFFERINGS

[Operative IQ Inventory Management](#) – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

[UCapIt Controlled Medical Supply Dispensing](#) – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

[Controlled Substances Ordering System](#) – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

THE RETURN PROCESS

Non-Warranty Product Return Policy – Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines.

CUSTOMER SERVICE

Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

Sales Support Team – Every customer of ours has a dedicated local Account Manager, who along with being readily available, can provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements you may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer term backorders.

Disaster Support – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.



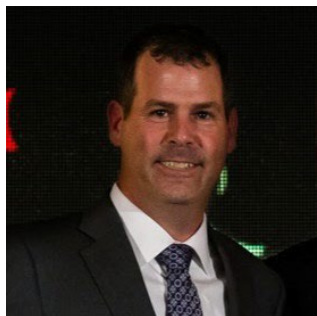
Bound Tree

City of Alpharetta Fire Department:
Public Safety Emergency Medical Equipment &
Supplies
RFP # 23-110

Document 3: Qualifications Resumes & References

Resumes and Experience of Key Personnel:**Jim Luck – Account Manager, N. GA.**

Jim is a licensed Paramedic/FF with over 27 years of experience in Fire and EMS, spanning from DoD, Municipal, and Private service. He has a passion for helping others and values service to others. He has received numerous awards throughout his career, two of the most memorable, one for his service to the 82nd Civil Affairs Battalion in educating the troops, and most recently for his exemplary service to the SPD S.W.A.T. team. He accepted the role as Account Manager in August of 2022 and is enjoying the role. His goal is to bring the right solutions to his accounts to support them in caring for their communities.

**SHAWN MURPHY – REGIONAL SALES DIRECTOR**

Shawn Murphy joined Bound Tree Medical in 2008. He served the first thirteen years as a sales representative in the Georgia and Florida markets. He was promoted to the Regional Sales Director of the Southeast Region in 2021. He knows what our customers expect and how to build long lasting relationships. His goal is to be your trusted partner in healthcare and deliver the best possible service & solutions for your service.

**DON ADAMS – VICE PRESIDENT OF SALES**

Don has over thirty years of Municipal, Fire, and Private EMS experience as a licensed Paramedic and Instructor Coordinator in the State of Michigan. Don is a past president of the Michigan Association of Ambulance Services and was the 1996 Michigan Paramedic of the Year. He Joined Bound Tree in 2012 as an Account Manager, was promoted in 2016 to Regional Sales Director, and most recently took the helm as the Vice President of Sales for the Eastern US. Don's goal is simple – to help all of his account managers and their customers create a valued partnership that helps bring better products and care to the patient.

**CHRIS FYFFE – BIDS AND CONTRACTS MANAGER**

Chris Fyffe, Bids and Contracts Manager, has been with Bound Tree Medical for just shy of seven years. In his tenure with Bound Tree, he has been involved with pricing, quotations, bids, and deal management activities. In addition to his experience with the distribution of medical supplies, he has worked in transportation logistics, and retail management. His goal is help all of customers create a valued partnership that helps bring better products and care to the patient.

References:

The offeror shall provide a minimum of three (3) references, not including the City of Alpharetta. The references may include any government, university, or similar entity where the Offeror, preferably within the last three (3) years, has successfully provided services and goods, which are similar in goals, scope, and complexity to the request described herein.

Please see attachment with our references that are provided.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

National References

Andy Zanoft, EMS Captain
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
415-717-6876
Andy.Zanoft@sfgov.org



Douglas Isaacs, MD, Deputy Medical Director
Fire Department City of New York
9 Metro Tech Center
Brooklyn, NY 11201
718-999-2790
doug.isaacs@fdny.nyc.gov



Steve Blackburn, Chief Operating Officer
Priority Ambulance
910 Callahan Road, Suite 101
Knoxville, TN 37912
614-354-4702
sblackburn@priorityambulance.com



Scott Ellis, Medical Supply Specialist
City of Columbus Division of Fire
2028 Williams Road
Columbus, Ohio 43207
614-221-3132
seellis@columbus.gov



FFPM Lamont M Clark II, Logistics Medical
Supply Baltimore City Fire Department
3500 West Northern Parkway
Baltimore, MD 21215
410-396-2718
Lamont.clarkii@baltimorecity.gov



Barbara Tripp, Fire Chief
City of Tampa Fire Department
808 East Zack Street
Tampa, FL 33602
352-406-2573
barbara.tripp@tampagov.net



CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name Bound Tree Medical,
 LLC _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4	EA	20		\$ 128.50	\$ 2,570.00
3M 1860 N95 Particulate Respirator Mask, Regular	CS/120	2		\$ 109.92	\$ 219.84
3-Way Stopcock, 0.26mL, Spin-lock Connector	EA	3		\$ 0.68	\$ 2.04
Adjustable PEEP Valve, 5-20mg H2O, 19mm	EA	1		\$ 3.47	\$ 3.47
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black	EA	2		\$ 29.96	\$ 59.92
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial	EA	1		\$ 1.10	\$ 1.10
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*	CS/16	1		\$ 48.96	\$ 48.96
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L	EA	3		\$ 5.24	\$ 15.72
ARS® Needle Decompression Kit, 14 Gauge	EA	2		\$ 8.79	\$ 17.58
Asherman Chest Seal, 5.5 dia	EA	1		\$ 7.85	\$ 7.85
Assure® Prism Multi Control Solution	EA	6		\$ 9.53	\$ 57.18
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped	BX/50	1		\$ 11.20	\$ 11.20
Band-Aid® Adhesive Bandage, 1in x 3in	BX/100	1		\$ 1.20	\$ 1.20
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge	CS/200	1		\$ 8.89	\$ 8.89
Butterfly Safety Scalp Vein Set	BX/50	2		\$ 30.19	\$ 60.38
Combat Application Tourniquet, Tactical Black	EA	6	Sam Medical	\$ 24.63	\$ 147.78
Conforming Non-sterile Stretch Gauze Bandage, 4in	CS/96	1		\$ 12.32	\$ 12.32
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	EA	3	Dukal	\$ 0.53	\$ 1.60
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	EA	1		\$ 4.30	\$ 4.30

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® DART with 3CC Syringe	EA	40		\$ 3.19	\$ 127.60
Curaplex® Disposable Pen Lights	EA	10		\$ 0.64	\$ 6.38
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm	EA	15		\$ 1.59	\$ 23.85
Curaplex® Fingertip SPO2 Monitor, Lightweight	EA	1		\$ 18.50	\$ 18.50
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL	CS/25	1		\$ 159.00	\$ 159.00
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	EA	1		\$ 2.45	\$ 2.45
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	CS/100	1		\$ 140.00	\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	EA	10		\$ 1.40	\$ 14.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	EA	19		\$ 1.40	\$ 26.60
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	EA	34		\$ 1.40	\$ 47.60
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	CS/100	1		\$ 140.00	\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	EA	5		\$ 1.40	\$ 7.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	CS/100	2		\$ 140.00	\$ 280.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	EA	3		\$ 1.40	\$ 4.20
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	BX/10	1		\$ 14.00	\$ 14.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	EA	100		\$ 1.40	\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	EA	3		\$ 1.40	\$ 4.20
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	EA	1		\$ 1.40	\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1		\$ 1.40	\$ 1.40

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1		\$ 1.40	\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	EA	2		\$ 1.40	\$ 2.80
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium	EA	1		\$ 5.10	\$ 5.10
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite	EA	1		\$ 5.10	\$ 5.10
Curaplex® Select Nasopharyngeal Airway, 19FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 20FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 30FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 32FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 36FR	BX/10	1		\$ 14.70	\$ 14.70
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter	CS/10	1		\$ 160.20	\$ 160.20
Dynarex® Instant Hot Pack, 5in x 9in, Case of 24	EA	1	Curaplex by Bound Tree	\$ 0.39	\$ 0.39
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue	EA	1		\$ 9.15	\$ 9.15
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	BX/10	10	Curaplex by Bound Tree	\$ 198.00	\$ 1,980.00

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	EA	50	Curaplex by Bound Tree	\$ 19.80	\$ 990.00
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire	EA	1	Curaplex by Bound Tree	\$ 18.10	\$ 18.10
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	EA	20	Curaplex by Bound Tree	\$ 18.10	\$ 362.00
EMS Field Guide ALS Version, 20th Edition	EA	2		\$ 22.16	\$ 44.32
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in	EA	3		\$ 0.31	\$ 0.93
G3 Breather Pack, Green	EA	20		\$ 235.30	\$ 4,706.00
G3 Tidal Volume Emergency Oxygen Pack, Green	EA	10		\$ 187.30	\$ 1,873.00
Gauze Pad, 12-ply, 4in x 4in	BX/50	2		\$ 1.39	\$ 2.79
Gauze Sponge, 8-ply, 4in x 4in	CS/600	1		\$ 16.71	\$ 16.71
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1		\$ 3.04	\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1		\$ 3.04	\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4	BX/20	2		\$ 3.04	\$ 6.08
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3	BX/20	1		\$ 3.04	\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0	EA	2		\$ 3.20	\$ 6.40
High Efficiency Filter Kit *Manufacturer Backorder*	EA	50		\$ 17.86	\$ 893.00
i-gel® Supraglottic Airway, Size 3, Small Adult	EA	1		\$ 28.60	\$ 28.60
i-gel® Supraglottic Airway, Size 4, Medium Adult	EA	1		\$ 28.60	\$ 28.60
i-gel® Supraglottic Airway, Size 5, Large Adult	EA	1		\$ 28.60	\$ 28.60
i-gel® Supraglottic Airway, Size 5, Large Adult	EA	1		\$ 28.60	\$ 28.60

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name Bound Tree Medical,
 LLC _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0	BX/20	1		\$ 96.60	\$ 96.60
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk	EA	6		\$ 1.08	\$ 6.48
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3	EA	35		\$ 37.20	\$ 1,302.00
King Vision™ Reusable Video Laryngoscope Digital OLED Display	EA	35		\$ 1,090.20	\$ 38,157.00
Littmann® Master Cardiology™ Stethoscope, 27in L, Black	EA	3		\$ 95.33	\$ 285.99
Lubricating Jelly, 2.7g, Clear	BX/144	2		\$ 6.51	\$ 13.02
Luer Lock Tip Hypodermic Syringe without Needle, 5cc	EA	5		\$ 0.15	\$ 0.73
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in	BX/100	3		\$ 12.00	\$ 36.00
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe	EA	3	Curaplex by Bound Tree	\$ 3.09	\$ 9.27
Magill Forceps, Adult	EA	1		\$ 3.83	\$ 3.83
MegaMover® 1500, White	CS/10	1	Curaplex by Bound Tree	\$ 122.00	\$ 122.00
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in	EA	1		\$ 0.72	\$ 0.72
Neotech Meconium Aspirator, Clear	BX/40	2		\$ 183.60	\$ 367.20
O2-RESQ™ CPAP Valve, 10cm, Green	EA	10		\$ 8.24	\$ 82.40
O2-RESQ™ CPAP Valve, 15cm, Red	EA	24		\$ 8.24	\$ 197.76
O2-RESQ™ CPAP Valve, 2.5cm, White	BX	2		\$ -	\$ -
O2-RESQ™ CPAP Valve, 5cm, Blue	EA	100		\$ 8.24	\$ 824.00
Olaes Modular Bandage, 6in	EA	2		\$ 5.09	\$ 10.18
One-piece Bite Stick, Green	EA	1		\$ 0.40	\$ 0.40

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
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Offeror's Name Bound Tree Medical,
 LLC _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Patient Strap, Pair	PR	6		\$ 104.10	\$ 624.60
Pelican 1440 Protector Top Loader Case with Foam, Black	EA	1		\$ 210.86	\$ 210.86
Plain Penlight, 5in L x 0.5in dia.	EA	1		\$ 1.32	\$ 1.32
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant	EA	3		\$ 557.30	\$ 1,671.90
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1		\$ 0.13	\$ 0.13
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1		\$ 0.13	\$ 0.13
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red	EA	1		\$ 0.22	\$ 0.22
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub	EA	2		\$ 0.08	\$ 0.15
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr	BX/10	2		\$ 15.50	\$ 31.00
Safetec® Ammonia 15-30% Strength Inhalant Towelettes	BX/10	1		\$ 2.43	\$ 2.43
Safety Lancet, 21ga x 2.2mm D	EA	20		\$ 0.14	\$ 2.77
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	CS/60	3	Medsource International	\$ 338.40	\$ 1,015.20
SAM® XT Extremity Tourniquet, Tactical Black	EA	1		\$ 23.00	\$ 23.00
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue	EA	1		\$ 420.60	\$ 420.60
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red	CS/10	4	Curaplex by Bound Tree	\$ 56.00	\$ 224.00
SharpSafety Transportable Sharp Container, 1qt, Red	CS/20	1		\$ 56.00	\$ 56.00
Sodium Chloride 0.9%, 1000ml IV Bag	EA	1		\$ 2.96	\$ 2.96
Sodium Chloride 0.9%, 100mL Bag	EA	1		\$ 2.03	\$ 2.03
Sodium Chloride 0.9%, 250mL Bag	EA	1		\$ 2.90	\$ 2.90

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Spear - Simplified Pneumothorax Emergency Air Release	EA	10		\$ 29.60	\$ 296.00
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter	CS/6	1		\$ 49.74	\$ 49.74
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve	EA	4		\$ 14.23	\$ 56.92
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve	EA	65		\$ 11.84	\$ 769.60
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	EA	14	Curaplex by Bound Tree	\$ 4.05	\$ 56.70
Stifneck® Select™ Extrication Collar, Adult	EA	4	Curaplex by Bound Tree	\$ 4.05	\$ 16.20
Surgilance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D	CS/1500	1		\$ 89.70	\$ 89.70
SWAT™ Tourniquet, Rescue Orange	EA	1		\$ 8.93	\$ 8.93
Triangular Bandages, 40in x 40in x 56in	EA	10		\$ 0.37	\$ 3.74
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape	EA	12		\$ 0.32	\$ 3.84
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green	BX/50	2	Medsource International	\$ 66.00	\$ 132.00
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink	EA	2	Medsource International	\$ 1.32	\$ 2.64
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue	EA	5	Medsource International	\$ 1.32	\$ 6.60
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow	EA	3	Medsource International	\$ 1.32	\$ 3.96
Window Punch, Aluminum Barrel, Center	EA	5		\$ 7.45	\$ 37.25
Wound Simulator Gen2	EA	10		\$ 178.10	\$ 1,781.00
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp	EA	10		\$ 2,638.10	\$ 26,381.00
Total					\$ 91,281.80

Offeror's Name:	Bound Tree Medical, LLC
Address:	5000 Tuttle Crossing Blvd, Dublin, OH 43016
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Jon McGrew/Associate Vice President, Pricing

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name Bound Tree Medical,
LLC _____

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Contact Info - Phone Number:			800.533.0523		
Contact Info - Email Address:			submitbids@boundtree.com		

4/19/2023

Document 1- Company Information

City of Alpharetta
RFP Number 23-110
RFP Title Public Safety Emergency Medical Equipment & Supplies

Following this cover is Henry Schein's Request for Proposal ("RFP") submission to the City of Alpharetta. This RFP is formatted to comply with the procedures and requirements of the city in its request for bid. Henry Schein appreciates the opportunity to submit this proposal. We look forward to fulfilling the City's Medical Supplies needs in a complete and timely manner.

Henry Schein, Inc. is a solutions company for health care professionals powered by a network of people and technology. Henry Schein has been in the medical supply business for 90 years and has over 40 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

Henry Schein is a global company, headquartered at 135 Duryea Rd., Melville, New York 11747. We help support the continuum of care worldwide, operating in 32 countries and territories and partnering with over 3,000 suppliers. Our footprint enables us to source a broad range of products and introduce innovative, cost-effective solutions. Our dedicated teams of industry experts understand your challenges and can help support the ever-changing demands on your agencies and personnel. Today and into the future, you can rely on us for:

- Med/Surge and PPE—a robust selection of the disposable products you rely on every day, including our portfolio of Henry Schein brand items offering quality products with exceptional savings. Equipment—offering equipment you count on each day while providing innovative solutions to help move you and your agencies forward into the future.
- Laboratory—as a leader for lab testing in our markets, we support the evolution of Community Paramedicine to best serve your community through our network of EMS and Laboratory Consultants.
- Pharmaceuticals—extensive Cold Chain capabilities and the ability to offer lowest unit of measure. We help reduce errors, increase efficiencies, and expedite the transaction of ordering controlled substances with our Electronic 222 (E222) ordering system.

Henry Schein provides (24) hours per day, (7) days per week customer support through its state-of-the-art website and inventory and practice management systems. Our website (henryschein.com) provides extensive

product, stocking availability and delivery detail, customer specific contract pricing, on-line ordering, order tracking, search options, order history, and technical assistance in real time.

Henry Schein represents all major medical manufacturers and offers a selection of more than 300,000 branded products and Henry Schein private-brand products. Henry Schein also offers its customers exclusive, innovative technology solutions, including practice management software and e-commerce solutions, as well as a broad range of financial services. We invite you to view a complete presentation of all Henry Schein's capabilities by visiting our website www.henryschein.com.

Point of Contact for this Proposal:

Julia Strange

Supervisor, EMS

135 Duryea Rd., Melville NY 11747

800-845-3550

631-247-2891

EMSbids@HenrySchein.com

Sincerely,

Jeff Klinger

VP & GM Enterprise Health

Document 2- Method of Providing Services and Availability of Goods



Henry Schein Ordering Methods are as follows:

☎ 1-800-845-3550

✉ EMS@henryschein.com

🌐: www.henryschein.com

📍 135 Duryea Rd Melville, NY 11747

Ordering and Delivery

At Henry Schein, we strive to make ordering as convenient and intuitive as possible for our customers. Henry Schein's philosophy is to leverage technology and create efficiencies in all aspects of our business, especially as it applies to our customers' experience.

The order management function is critical to operations and individuals must be equipped with the requisite training, budget authority, and the tools to perform it efficiently. While it is still possible to place orders via phone, fax, and email, the use of online tools can make the process far easier and more efficient.

Creating and Placing Orders

The Henry Schein Website offers several features to help simplify, automate, and optimize your order management process:

- **Suggested Orders** – Using demand logic algorithms, Henry Schein's Website inventory management system automatically tracks the usage of managed items and recommends suggested order quantities for each item on the inventory list, when needed. Henry Schein's suggested orders are the easiest and quickest way to benefit from an online inventory management system to minimize unnecessary ordering and restocking events.

- **Order Forecast** – The Order Forecast feature helps forecast future needs by applying sophisticated algorithms to a practice’s unique order history and projected item usage. For simplicity, items that should be considered for ordering are shown in three categories; those items that are due to be ordered “Now”, items that should have been ordered in the recent “Past”, and items that may need to be ordered in the near “Future”.
- **Shopping Lists** – “Shopping Lists” further condense an approved formulary into item categories with a more manageable universe of options to facilitate faster order placement. Shopping lists can be defined by location, function, category, procedure, etc. with access rights and editing capabilities assigned on a user basis.
- **Purchase History** – The Henry Schein Medical Website offers up to 24 months of order history; running a report on items ordered in the last 13 months may help focus your organization’s item usage analysis.
- **Scheduled Ordering** – Schedule delayed or recurring orders to avoid disruptions due to vacation or illness. Utilize recurring orders to save time and avoid duplicating efforts and performing non-value added activities (i.e. standard repeat orders).
- **Order Tracking** – Henry Schein offers online order tracking to provide real-time visibility to your shipment throughout the delivery process. This service is particularly valuable for urgent orders and managing lost or misplaced shipments. This service also includes proof of delivery confirmation for internal record-keeping purposes.

Delivery

Standard delivery is made via UPS providing the highest quality local delivery. Standard UPS delivery is 1 business day to City of Alpharetta. For customer requested expedited delivery Henry Schein will provide delivery via UPS Next Day Air at customer expense. Shipping is included for normal delivery, there is no additional charge to customers.

Henry Schein Return Policy

Returns can be easily placed online, through our customer service department or via your consultant. Once the product is received back into our warehouse, credit will be processed to the City of Alpharetta’s account and a credit memo will be generated. Returned products must be returned within 30 days of purchase. After the 30 days, a restocking fee will be assessed.

Return terms and Conditions:

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION. To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original unopened container, unmarked, and properly packaged
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable)
- Shipping charges will apply on all returns.
-

Exceptions: The following special, customized, or government-regulated items are not returnable:

- Immune globulin products
- Special order items (products that we do not ordinarily stock) Personalized and imprinted items
- Opened computer hardware and software Hazardous/flammable materials
- Expired products
- Items that cannot be returned to the manufacturer Any item marked nonreturnable
- Items required to be shipped and stored frozen
- Any drop-shipped products
- invitro diagnostics products

Prescription Drug Returns: Please note that, to comply with Federal and State traceability requirements, prescription drugs may be returned providing that the following key elements are met:

- 1) Returns of prescription drugs will only be accepted if Henry Schein is notified within 30 calendar days of shipment date and valid return authorization is issued by Henry Schein.
- 2) The Prescription Drug Marketing Act requires any customer returning prescription drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning prescription drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service.
- 3) In addition, traceability regulations require that the healthcare entity returning prescription drugs certifies that the product being returned is the same exact product purchased from Henry Schein.
- 4) Henry Schein will not issue credit for any returned prescription drugs which return was not authorized as provided herein, have been tampered with or where the labeling has been altered in any way.

OUR DISTRIBUTION MODEL

At Henry Schein, distribution starts with the highest-quality FDA-approved products selected from suppliers that have met or surpassed regulatory standards and our Vendor Approval Process. From there, our technology-driven, temperature-controlled distribution and logistics network ensures product viability and consistent order accuracy. Our distribution centers are all ISO and VAWD certified,

guaranteeing that our consistent security, record retention, and operational processes exceed health care industry standards.

The City of Alpharetta will be serviced the next day by our Southeast Distribution Center located in Jacksonville FL. If a product is not available from your primary distribution center, the item will be shipped from the next closest center.

1. Midwest Distribution Center
5315 W. 74th St, #138
Indianapolis, IN, 46268
2. Southwest Distribution Center
1001 Nolen Drive #400
Grapevine, TX 76051
3. Southeast Distribution Center
8691 Jesse B. Smith Court
Jacksonville, FL 32219
4. Western Distribution Center
255 Vista Blvd, #104
Sparks, NV 89434
5. Northeast Distribution Center
41 Weaver Road
Denver, PA 17517

Emergency Contact

Henry Schein strives to maintain the best service in the industry. Its EMS sales staff is very experienced both in product knowledge and clinically. The following key personnel will be assigned specifically to support and service the City of Alpharetta.

Name	Title and Contact information	Contract function/role
Lee Wiles	Title: Field Sales Consultant Cell: 864-420-2550 E-mail: Lee.Wiles@HenrySchein.com	<u>RFP Dedicated Account Representative</u> Your Sales Manager will ensure that Henry Schein meets your needs and goals. Lee will provide local support and communication including; price quotes, assist with orders, coordinate product training, and provide new product announcements and promotional support.
Scott Bruner	Title: Manager Customer Service Office: 800-845-3550 x336 Cell: 803-622-7771 E-mail: EMS@HenrySchein.com	Provides customer service support, order entry, and return support.

OUR CAPABILITIES | DISTRIBUTION

CAPABILITIES

Henry Schein Strength

Why is this important?

MEGA
Distribution
Center Model



Our national footprint provides access to five "Mega" Distribution Centers, which cover over two million square feet of storage, and process and ship more than 43 million cartons annually. Our Mega distribution center model allows for **greater control and stocking efficiencies**, leading to a 99% fill rate with more than 94% of customers serviced the next day.

Technology
Innovation



Our DCs feature voice-directed picking, radio frequency and smart conveyor sorting. This includes cart picking with dimensional data unique for low unit of measure supply chain. This leads to efficiencies that ensure 99% order accuracy.

Temperature
Controls



Every DC has 24/7 temperature monitoring and generator backup including refrigerated, frozen, and controlled room temperature storage capabilities to ensure healthcare product integrity.

Disaster
Preparedness



Henry Schein has a formal Disaster Recovery and Business Continuity Program including off-site computer systems and the ability to provide uninterrupted service by shifting work to non-impacted DCs.

Global Logistics
Intelligence



Henry Schein is the #1 healthcare partner of global logistics leader UPS. Through this partnership, we benefit from global logistics innovation, technology and substantial reach in even the most remote areas.

Traceability



During all stages of distribution, product is traceable as required by our Quality Management System. Incoming products in stock are identified by codes, tags, and/or stamps according to procedure. As the product moves through the distribution process the inspection status is documented accordingly to ensure that products shipped to customers have passed the inspection and verification procedures.

Quality
Management



Henry Schein has put in place various inspections/checkpoints throughout the process:

- Receiving Inspection – Products received are not released to storage until they have been inspected.
- In-Process Inspection – At defined stages of the process, the product is sampled and inspected.
- Final Inspection – Products ready to be shipped are randomly verified to ensure accuracy.
- Inspection Records – records are established and maintained to provide evidence that the product has been accurately received.





INVOICE

Ship/Sold-To: 1234567
 USA Ambulance
 8501 USA Street
 USA City USA ST 12345

Bill-To: 1234567
 USA Ambulance
 USA Street
 USA City USA ST 12345

010000294297626331163110000000000363001006220

USA Ambulance
 USA Street
 Accounts Payable
 USA City USA 12345

Invoice#	Invoice Date	Due Date	Invoice Total
26331163	10/06/22	12/03/22	\$xxx00
Purchase Order#		Payment Terms	
27901		Invoice Date + 60 days	
Customer DEA#		Customer State Reg#	
HSI Federal ID#		HSI D&B#	
11-111111			

-----Please detach here and mail above with your payment-----

LINE NO.	ITEM CODE	UNIT SIZE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	CODES	UNIT PRICE	EXT. PRICE	BOX NO.	SHIP FROM
1	507-0341	EA	Introcan Safety Catheter 24Gx.75 ** SPECIAL CONTRACT PRICE **	30	300	T	x.xx	\$x.xx00		
YOUR ORDER 34419240 HAS BEEN SPLIT INTO MULTIPLE SHIPMENTS. YOU WILL BE BILLED FOR THESE ITEMS WHEN THEY ARE SHIPPED. ===== TCN: 27901 M/F: ALAN BOWMAN DEL - DELIVERED DESTINATION FREIGHT PAID										
								MERCHANDISE TOTAL	\$xxx.xx	
								SALES TAX		
								INVOICE TOTAL	\$xxx.xx	

Please refer to our standard Terms of Sale and disclosures at <https://www.henryschein.com/us-en/medical/LegalTerms.aspx>, including customer obligations regarding discounts/rebates. Such terms are incorporated herein by reference.

Thank you for your order!

Ship To# 1111111	Bill To# 1111111	Invoice# 26331163	Invoice Date 10/06/22	Invoice Total \$xxx.00	CODE STATUS KEY					
Order# 34419240	Order Date 10/04/22	# of Boxes	PO# 27901	\$-Special Schein Pricing		*-Item has Safety Data Sheet (SDS)				
				B-Backordered; Item will follow		R-Refrigerated Item; May be shipped separately				
				C-Case Good Item		SK-School Kit				
				D-Discontinued; Item no longer available		SM-Shipped from Multiple Buildings				
				F-Special Offer		T-Taxable Item				
				M-Item will ship directly from manufacturer		U-Temporarily Unavailable; please reorder				
				NC-No Charge		W-Warranty Item				
				P-Prescription Drug; Return Authorization Required		WH, MN, MZ, DM-DSCSA CODES				

CONSOLIDATED PACKING LIST

Ship-To/Sold-To:
USA Ambulance
123 USA Street
USA City, USA 12345

Ship-To/Sold-To: 1111111
USA Ambulance
123 USA Street
USA City, USA 12345

Ship-To/Sold-To: 1111111
USA Ambulance
123 USA Street
USA City, USA 12345

Invoice# 35260308	Invoice Date 03/06/23
Order#: 39468042	Order Date: 03/06/23
Purchase Order#: 33165	# of Boxes: 1

LINE NO.	ITEM CODE	UNIT SIZE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	CODES	UNIT PRICE	EXT. PRICE	BOX NO.	SHIP FROM
1	121-9860	25/BX	Haloperidol Lactate SDV 1mL 5Mg/mL NDC: 67457-426-12/67457-0426-12 LOT#/EXP: 7052117 08/31/24 SEE TERMS OF SALE FOR (DSCSA) COMPLIANCE MESSAGE DETAILS	1	1	P MN *			1	FL
2	132-8659	4X25/BX	Nitroglycerin Sublingual Tab 0.4mg NDC: 43598-436-11/43598-0436-11 LOT#/EXP: A1007210 08/31/25 SEE TERMS OF SALE FOR (DSCSA) COMPLIANCE MESSAGE DETAILS	2	2	P MN			1	FL
3	125-9100	25/BX	Ondansetron HCL Inj SDV 2mL 2mg/mL NDC: 60505-6130-5/60505-6130-05 LOT#/EXP: HB3B2129 08/31/25 SEE TERMS OF SALE FOR (DSCSA) COMPLIANCE MESSAGE DETAILS TCN: 33165 M/F: ALAN BOWMAN DEL - DELIVERED DESTINATION FREIGHT PAID	2	2	P MN *			1	FL

Please refer to our standard Terms of Sale and disclosures at <https://www.henryschein.com/us-en/medical/LegalTerms.aspx>, including customer obligations regarding discounts/rebates. Such terms are incorporated herein by reference.

CODE STATUS KEY	
S -Special Schein Pricing	*-Item has Safety Data Sheet (SDS)
B -Backordered; Item will follow	R -Refrigerated Item; May be shipped separately
C -Case Good Item	SK -School Kit
D -Discontinued; Item no longer available	SM -Shipped from Multiple Buildings
F -Special Offer	T -Taxable Item
M -Item will ship directly from manufacturer	U -Temporarily Unavailable; please reorder
NC -No Charge	W -Warranty Item
P -Prescription Drug; Return Authorization Required	WH, MN, MZ, DM -DSCSA CODES

Distribution Names/Address

FL: 8691 Jesse B Smith Ct, Jacksonville, FL 32219
 DEA#: RH0284199 State Reg#: 221315
 Chem. Reg#: 006781HNY

Thank you for your order!

LEE WILES

225 Boulevard Monroe, GA 30655 H: +18644202550 ♦ C: 8644202550 ♦ lee.wiles@henryschein.com

Professional Summary

Experienced professional with effective communication and customer service skills. Proven abilities in successfully managing tasks to meet defined, critical deadlines. Strong collaborator recognized for strong organizational skills, multitasking and problem solving. Ability to balance and maintain superior time management and conflict resolution skills under intensive scrutiny while also maintaining a calm, level, and even-keeled demeanor.

Skills

- Team leadership
- Conflict resolution
- Strong verbal communication
- Data management
- Interpersonal Skills
- Customer Service/Support

Work History

Field Sales Consultant,

Henry Schein – Monroe, GA

- Growing and retaining existing accounts.
- Utilising quantitative and qualitative data/information to understand the business opportunities.
- Developing and implementing account plans to meet all business objectives and KPIs.
- Establishing professional relationships with key personnel in assigned customer accounts.
- Work closely with all OneSchein business partners to develop and implement OneSchein sales strategies by utilising the full OneSchein range of products and business services and solutions (as and when appropriate) to meet the needs of customers.
- Building a network with A Brand supplier representative and working collaboratively with them to meet customer needs.
- Understanding and managing customer contractual agreements and financial arrangement. Ensure these are upheld and maintained by the wider business, including scheduling customer meetings/agendas/key objectives, agreed actions and minutes for distribution with all key One Schein stakeholders.
- Identifying and teaching business insights that will help the customer to grow their business and coordinate the involvement of all relevant OneSchein business partners.
- Assisting the Business Development Consultants and other key stakeholders in the day-to-day management of multi-practice accounts, including the role out of strategic initiatives.
- Weekly and monthly reporting, as dictated by the needs of the business.
- The performance of all business administration required by the business, including the usage of all relevant company systems and processes.

Sales Support, 01/2019 to 01/2020**North American Rescue – Greer, SC**

- Educated customers about the brand to incite excitement about the company's mission and values.
- Handled all customer relations issues in a gracious manner and in accordance with company policies.
- Provided Quotes to the appropriate Sales Directors in a timely manner.
- Helped pack out all tradeshow for Sales Directors.
- Travelled across the country for tradeshow.

Customer Service Specialist, 02/2018 to 01/2019**North American Rescue – Greer, SC**

- Determined customer needs by asking relevant questions and listening actively to the responses.
- Created and maintained an organized database to develop promotional sales.
- Directed calls to appropriate individuals and departments.
- Investigated and resolved customer inquiries and complaints in a timely and empathetic manner.
- Educated customers about the brand to incite excitement about the company's mission and values.
- Handled all customer relations issues in a gracious manner and in accordance with company policies.
- Provided Quotes to the appropriate Sales Directors in a timely manner.

Fire Team Leader, 02/2014 to 02/2018**United States Air Force – Valdosta, GA**

- Leads, manages, supervise, and performs security forces activities, including installation, weapon system, and resource security; antiterrorism; law enforcement and investigations; military working dog function; air base defense; armament and equipment; training; pass and registration; information security; and combat arms.
- Develops plans, policies, procedures, and detailed instructions to implement SF programs.
- Plan, organize, and schedule Security Forces activities.
- Operates in various Field environments, performs individual, and team patrol movements, both mounted and dismounted, tactical drills, battle procedures, convoys, military operations other than war, antiterrorism duties, and other special duties.
- Expert in tactical and technical guidance.
- Developed and led training programs in preparation for combat.
- Performed as a fire team member during situational training exercises and all infantry dismounted battle drills.
- Led basic reconnaissance operations and reported enemy movements to commanding officers.

Handler, 11/2012 to 01/2014**SouthEastern Freight – Mauldin, SC**

- Use computers for various applications, such as database management or word processing.
- Create, maintain, and enter information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material.

- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs when equipment malfunctions.
- Prepare manifests showing numbers of airplane passengers and baggage, mail, and freight weights, transmitting data to destinations.
- Track delivery progress of shipments.
- Install straps, braces, and padding to loads to prevent shifting or damage during shipment.
- Assemble containers and crates used to transport items such as machines or vehicles.
- Direct or participate in cargo loading to ensure completeness of load and even distribution of weight.
- Determine method of shipment and prepare bills of lading, invoices, and other shipping documents.

Handler, 05/2011 to 2013

Fed Ex Express – Greer, SC

- Direct ground crews in the loading, unloading, securing, or staging of aircraft cargo or baggage.
- Accompany aircraft as a member of the flight crew to monitor and handle cargo in flight.
- Install straps, braces, and padding to loads to prevent shifting or damage during shipment.
- Assemble containers and crates used to transport items such as machines or vehicles.
- Direct or participate in cargo loading to ensure completeness of load and even distribution of weight.
- Open cargo containers and unwrap contents, using steel cutters, crowbars, or other hand tools.
- Attach address labels, identification codes, and shipping instructions to containers.

Education

Associate of Science: Criminal Justice, Dec 2017

Community College of the Air Force - Montgomery, AL

Criminal Justice

High School Diploma: General Education

Mauldin High School - Mauldin, SC

General Education

Certificates

- CPR
- SABC/TCCC
- CLS

References

- See Below

References

- **Company Name: Pasco County Fire/EMS**

- Odessa Florida
- Amber Fratilla
- 813-929-2750 ext 2717
- afratilla@pascocountyfl.net
- EMS Supplies/ Pharma
- 1.2million dollar budget

- **Company Name: Gold Cross EMS**

- Augusta Georgia
- Terry Brazzel
- 706-836-6092
- tbrazell@goldcrossems.com
- EMS Supplies/ Pharma
- 400k Budget

- **Company Name: Habersham Fire/EMS**

- Clarkesville Georgia
- Jeff Adams
- 706-968-0509
- jadams@habershamga.com
- EMS Supplies
- 80k Budget

- **Company Name: Roswell Fire**

- Roswell Georgia
- Alex Robles
- 404-354-8419
- arobles@roswellgov.com
- EMS Supplies/ Pharma
- 100k Budget

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
RFP Number: 23-110
RFP Title: Public Safety Emergency Medical Equipment & Supplies

Offeror's Name Henry Schein, Inc.

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4	EA	20		\$ 124.60	\$ 2,492.00
3M 1860 N95 Particulate Respirator Mask, Regular	CS/120	2		\$ 98.52	\$ 197.04
3-Way Stopcock, 0.26mL, Spin-lock Connector	EA	3		\$ 0.63	\$ 1.89
Adjustable PEEP Valve, 5-20mg H2O, 19mm	EA	1		\$ 2.89	\$ 2.89
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black	EA	2	Henry Schein 603BKHS	\$ 24.39	\$ 48.78
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial	EA	1	sold 100/bx \$12.56	\$ 0.13	\$ 0.13
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*	CS/16	1	B Braun R5001-01	\$ 47.04	\$ 47.04
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L	EA	3	sold 50/cs \$217.50	\$ 4.35	\$ 13.05
ARS® Needle Decompression Kit, 14 Gauge	EA	2		\$ 8.33	\$ 16.66
Asherman Chest Seal, 5.5 dia	EA	1		\$ 9.93	\$ 9.93
Assure® Prism Multi Control Solution	EA	6	FORA GD20 GD20FCS01	\$ 4.30	\$ 25.80
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped	BX/50	1	FORA GD20 GD20FFWS50	\$ 15.73	\$ 15.73
Band-Aid® Adhesive Bandage, 1in x 3in	BX/100	1	Henry Schein 1126133	\$ 1.53	\$ 1.53
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge	CS/200	1		\$ 14.50	\$ 14.50
Butterfly Safety Scalp Vein Set	BX/50	2	Henry Schein 5700734, 23g	\$ 41.06	\$ 82.12
Combat Application Tourniquet, Tactical Black	EA	6		\$ 22.92	\$ 137.52
Conforming Non-sterile Stretch Gauze Bandage, 4in	CS/96	1		\$ 11.76	\$ 11.76
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	EA	3	3M 1527S-1, sold 100/bx \$29.00	\$ 0.29	\$ 0.87
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	EA	1	Motion 1832, sold 25/cs \$98.50	\$ 3.94	\$ 3.94

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® DART with 3CC Syringe	EA	40	Teleflex MAD100	\$ 7.70	\$ 308.00
Curaplex® Disposable Pen Lights	EA	10	Unitedmed UM-1211801, sold 6/pk	\$ 0.53	\$ 5.30
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm	EA	15	Leonhard Lang 12394, sold 5/pk \$11.85	\$ 2.37	\$ 35.55
Curaplex® Fingertip SPO2 Monitor, Lightweight	EA	1	Veridian 11-50K	\$ 15.73	\$ 15.73
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL	CS/25	1		\$ 289.00	\$ 289.00
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	EA	1	Motion 1307, sold 50/cs \$175.50	\$ 3.51	\$ 3.51
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	CS/100	1	NO BID		\$ -
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	EA	10	Unitedmed UM-0211701	\$ 1.34	\$ 13.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	EA	19	Unitedmed UM-0211703	\$ 1.34	\$ 25.46
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	EA	34	Unitedmed UM-0211702	\$ 1.34	\$ 45.56
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	CS/100	1	Unitedmed UM-0211705	\$ 134.00	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	EA	5	Unitedmed UM-0211704	\$ 1.34	\$ 6.70
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	CS/100	2	Unitedmed UM-0211704 same as above	\$ 134.00	\$ 268.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	EA	3	Unitedmed UM-0211707	\$ 1.34	\$ 4.02
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	BX/10	1	Unitedmed UM-0211706	\$ 13.40	\$ 13.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	EA	100	Unitedmed UM-0211706	\$ 1.34	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	EA	3	Unitedmed UM-0211708	\$ 1.34	\$ 4.02
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	EA	1	Unitedmed UM-0211711	\$ 1.34	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1	Unitedmed UM-0211710	\$ 1.34	\$ 1.34

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	EA	1	Unitedmed UM-0211710, same as above	\$ 1.34	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	EA	2	Unitedmed UM-0211712	\$ 1.34	\$ 2.68
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium	EA	1	Maco FO8101	\$ 28.36	\$ 28.36
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite	EA	1	Maco FO8102	\$ 29.20	\$ 29.20
Curaplex® Select Nasopharyngeal Airway, 19FR	BX/10	1	NO BID		\$ -
Curaplex® Select Nasopharyngeal Airway, 20FR	BX/10	1	Dynarex 36275	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1	Dynarex 36278	\$ 21.40	\$ 21.40
Curaplex® Select Nasopharyngeal Airway, 26FR	BX/10	1	Dynarex 36278	\$ 21.40	\$ 21.40
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1	Dynarex 36279	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 28FR	BX/10	1	Dynarex 36279 same as above	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 30FR	BX/10	1	Dynarex 36280	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 32FR	BX/10	1	Dynarex 36281	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1	Dynarex 36282	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	BX/10	1	Dynarex 36282 same as above	\$ 20.90	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 36FR	BX/10	1	Dynarex 36283	\$ 20.90	\$ 20.90
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter	CS/10	1	NO BID		\$ -
Dynarex® Instant Hot Pack, 5in x 9in, Case of 24	EA	1	Dick Medical 7800M, sold 24/cs \$17.04	\$ 0.71	\$ 0.71
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue	EA	1		\$ 5.06	\$ 5.06
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	BX/10	10	Henry Schein 1127163	\$ 190.80	\$ 1,908.00

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	EA	50	Henry Schein 1127163, same as above	\$ 19.08	\$ 954.00
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire	EA	1		\$ 35.04	\$ 35.04
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	EA	20	Henry Schein 1127165	\$ 19.08	\$ 381.60
EMS Field Guide ALS Version, 20th Edition	EA	2		\$ 22.99	\$ 45.98
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in	EA	3		\$ 0.27	\$ 0.81
G3 Breather Pack, Green	EA	20		\$ 242.56	\$ 4,851.20
G3 Tidal Volume Emergency Oxygen Pack, Green	EA	10		\$ 192.83	\$ 1,928.30
Gauze Pad, 12-ply, 4in x 4in	BX/50	2		\$ 1.91	\$ 3.82
Gauze Sponge, 8-ply, 4in x 4in	CS/600	1	Dynarex 3242, sold 200/bg \$2.89	\$ 8.67	\$ 8.67
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1		\$ 3.27	\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	EA	1	same as above	\$ 3.27	\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4	BX/20	2		\$ 65.40	\$ 130.80
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3	BX/20	1		\$ 65.40	\$ 65.40
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0	EA	2		\$ 3.27	\$ 6.54
High Efficiency Filter Kit *Manufacturer Backorder*	EA	50		\$ 18.48	\$ 924.00
i-gel® Supraglottic Airway, Size 3, Small Adult	EA	1		\$ 25.94	\$ 25.94
i-gel® Supraglottic Airway, Size 4, Medium Adult	EA	1		\$ 25.94	\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult	EA	1		\$ 25.94	\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult	EA	1	same as above	\$ 25.94	\$ 25.94

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0	BX/20	1		\$ 52.50	\$ 52.50
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk	EA	6	sold 50/bx \$12.60	\$ 0.21	\$ 1.26
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3	EA	35		\$ 40.00	\$ 1,400.00
King Vision™ Reusable Video Laryngoscope Digital OLED Display	EA	35		\$ 1,111.00	\$ 38,885.00
Littmann® Master Cardiology™ Stethoscope, 27in L, Black	EA	3		\$ 250.12	\$ 750.36
Lubricating Jelly, 2.7g, Clear	BX/144	2		\$ 5.95	\$ 11.90
Luer Lock Tip Hypodermic Syringe without Needle, 5cc	EA	5	sold 100/bx \$7.83	\$ 0.08	\$ 0.39
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in	BX/100	3		\$ 4.88	\$ 14.64
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe	EA	3		\$ 6.77	\$ 20.31
Magill Forceps, Adult	EA	1		\$ 4.50	\$ 4.50
MegaMover® 1500, White	CS/10	1	Unitedmed UM-0611602	\$ 86.00	\$ 86.00
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in	EA	1	sold 50/pk \$42.50	\$ 0.85	\$ 0.85
Neotech Meconium Aspirator, Clear	BX/40	2		\$ 234.00	\$ 468.00
O2-RESQ™ CPAP Valve, 10cm, Green	EA	10	sold 10/bx \$106.00	\$ 10.60	\$ 106.00
O2-RESQ™ CPAP Valve, 15cm, Red	EA	24	sold 10/bx \$106.00	\$ 10.60	\$ 254.40
O2-RESQ™ CPAP Valve, 2.5cm, White	BX	2	DISCONTINUED		\$ -
O2-RESQ™ CPAP Valve, 5cm, Blue	EA	100	sold 10/bx \$106.00	\$ 10.60	\$ 1,060.00
Olaes Modular Bandage, 6in	EA	2		\$ 16.83	\$ 33.66
One-piece Bite Stick, Green	EA	1	sold 10/pk \$2.85	\$ 0.29	\$ 0.29

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
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Offeror's Name Henry Schein, Inc.

Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.

Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Patient Strap, Pair	PR	6 NO BID			\$ -
Pelican 1440 Protector Top Loader Case with Foam, Black	EA	1 NO BID			\$ -
Plain Penlight, 5in L x 0.5in dia.	EA	1 sold 6/pk \$3.18		\$ 0.53	\$ 0.53
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant	EA	3 NO BID			\$ -
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1 sold 100/bx \$23.00		\$ 0.23	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	EA	1 sold 100/bx \$23.00, same as above		\$ 0.23	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red	EA	1 sold 100/bx \$23.00		\$ 0.23	\$ 0.23
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub	EA	2 sold 100/bx \$3.15		\$ 0.03	\$ 0.06
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr	BX/10	2 NO BID			\$ -
Safetec® Ammonia 15-30% Strength Inhalant Towelettes	BX/10	1		\$ 2.44	\$ 2.44
Safety Lancet, 21ga x 2.2mm D	EA	20 sold 100/bx \$4.75		\$ 0.05	\$ 0.95
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	CS/60	3 Dynarex Actisplint 3528, sold each \$3.00		\$ 180.00	\$ 540.00
SAM® XT Extremity Tourniquet, Tactical Black	EA	1		\$ 25.86	\$ 25.86
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue	EA	1 MedSource MS-B3321		\$ 75.15	\$ 75.15
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red	CS/10	4		\$ 70.20	\$ 280.80
SharpSafety Transportable Sharp Container, 1qt, Red	CS/20	1		\$ 79.40	\$ 79.40
Sodium Chloride 0.9%, 1000ml IV Bag	EA	1		\$ 3.38	\$ 3.38
Sodium Chloride 0.9%, 100mL Bag	EA	1		\$ 2.53	\$ 2.53
Sodium Chloride 0.9%, 250mL Bag	EA	1		\$ 3.31	\$ 3.31

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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Spear - Simplified Pneumothorax Emergency Air Release	EA	10		\$ 28.04	\$ 280.40
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter	CS/6	1		\$ 66.60	\$ 66.60
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve	EA	4	sold 6/cs \$94.32	\$ 15.72	\$ 62.88
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve	EA	65		\$ 12.61	\$ 819.65
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	EA	14	Ambu 000281106	\$ 4.56	\$ 63.84
Stifneck® Select™ Extrication Collar, Adult	EA	4	Ambu 000281000	\$ 4.56	\$ 18.24
Surgilance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D	CS/1500	1	Henry Schein 9007980, sold 100/bx \$4.75	\$ 71.25	\$ 71.25
SWAT™ Tourniquet, Rescue Orange	EA	1		\$ 10.16	\$ 10.16
Triangular Bandages, 40in x 40in x 56in	EA	10		\$ 0.34	\$ 3.40
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape	EA	12	sold 100/bx \$34.40	\$ 0.34	\$ 4.13
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green	BX/50	2		\$ 76.50	\$ 153.00
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink	EA	2		\$ 1.53	\$ 3.06
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue	EA	5		\$ 1.53	\$ 7.65
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow	EA	3		\$ 1.53	\$ 4.59
Window Punch, Aluminum Barrel, Center	EA	5		\$ 7.26	\$ 36.30
Wound Simulator Gen2	EA	10	North American Rescue 93-0069	\$ 377.61	\$ 3,776.10
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp	EA	10	Masimo 25639 , 25650 and 25654	\$ 5,543.33	\$ 55,433.30
Total					\$ 121,043.02

Offeror's Name:	Henry Schein, Inc
Address:	135 Duryea Rd Melville, NY 11747
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Jeff Klingler, VP & GM, Enterprise Health

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)
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Item Name	Sold by	Qty	Alternate Brand Name	Unit Price	Extended Price
Contact Info - Phone Number:			800-845-3550		
Contact Info - Email Address:			EMSbids@Henryschein.com		

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (the "Contract") for the City of Alpharetta is made and entered into and is effective _____, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 (the "City"), and **BOUND TREE MEDICAL, LLC**, a foreign limited liability company with its principal office located at 5000 Tuttle Crossing Boulevard, Dublin, OH 43016 (the "Contractor"). The City and the Contractor are sometimes referred to in this Contract collectively as the "Parties."

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-110 dated March 23, 2023 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated April 20, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal and are further defined and governed by this Contract (the "Work"), and, in general, include the following:

The supply and provision, on an as-needed basis, of emergency medical equipment and supplies to the City's Public Safety Department. The Contractor shall supply and provide to the City the products and services set forth in the Contract Documents at the firm, fixed prices stated in **Exhibit "A"** hereof pursuant to purchase orders placed by the City's designated representatives authorized to act on its behalf ("City's Designated Representatives"). The City's Public Safety Director will provide the names of the City's Designated Representatives to the Contractor in writing with specific reference to this Contract. The Contractor warrants that all goods and products furnished under this Contract will be new, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor will supply all goods/products and furnish all labor, materials, and other incidentals to fully perform the Work, as requested from time to time by the City.
3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A"**; however, no guarantee is made as to the minimum number of purchases from the Contractor or the minimum amount to be spent annually with the Contractor.

The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: Public Safety Payable
pspayable@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.

- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the Parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing September 1, 2023, and terminating August 31, 2028, ("Contract Term") as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting September 1, 2023, and ending at 11:59 p.m. (Eastern Time) August 31, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from September 1, 2023, through 11:59 p.m. (Eastern Time) on August 31, 2024, ("Initial Term") and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) August 31 of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.
- (c) The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.
- (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
- (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Contractor, incorporated herein as Exhibit "A," and accepted/awarded by the City. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.
- (f) All prices in the Contractor's proposal shall be firm for the Initial Term. All price changes for the renewal term(s) shall be presented to the City for acceptance or

rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.
7. Representations and Warranties. Contractor represents and warrants that Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity.
8. Covenants. Contractor covenants that:
 - (a) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

9. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.
10. Insurance.
- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- (b) Requirements of Insurance.
- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
 - ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, 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 Section or this Contract 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.
12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor was a party to this Contract.
13. 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. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, or other documents (the "Work Product"), the City shall be deemed the owner of the original

of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, OH 43016
Attn: Darrell Hughes

(b) If to the City, at the following address:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: John Robison
jrobison@alpharetta.ga.us

(c) With a copy to Coordinator:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attention: Stephanie Cochran
scochran@alpharetta.ga.us

(d) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City 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” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

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

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.

- ii. 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 that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the 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 included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. 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 included in Appendix A of the RFP, 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. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) 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.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

19. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, 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. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein and constitutes the sole and entire agreement between the Parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on September 1, 2023, and terminating at midnight on August 31, 2024, without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-

renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. All price changes for the renewal term(s) shall be presented to the City of Alpharetta for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. Nothing stated herein shall obligate the City to extend this Contract beyond the Initial Term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The Parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all Parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees,

contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia statutes.

- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

BOUND TREE MEDICAL, LLC

By: _____
Jon McGrew,
Associate Vice President, Pricing
Authorized Signer

Attest:

By: _____
Darrell Hughes,
Corporate Secretary

EXHIBIT "A"

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name Bound Tree Medical,
		LLC
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4		\$ 128.50
3M 1860 N95 Particulate Respirator Mask, Regular		\$ 109.92
3-Way Stopcock, 0.26mL, Spin-lock Connector		\$ 0.68
Adjustable PEEP Valve, 5-20mg H2O, 19mm		\$ 3.47
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black		\$ 29.96
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial		\$ 1.10
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*		\$ 48.96
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L		\$ 5.24
ARS® Needle Decompression Kit, 14 Gauge		\$ 8.79
Asherman Chest Seal, 5.5 dia		\$ 7.85
Assure® Prism Multi Control Solution		\$ 9.53
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped		\$ 11.20
Band-Aid® Adhesive Bandage, 1in x 3in		\$ 1.20
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge		\$ 8.89
Butterfly Safety Scalp Vein Set		\$ 30.19
Combat Application Tourniquet, Tactical Black	Sam Medical	\$ 24.63

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
Offeror's Name		Bound Tree Medical, LLC
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
Conforming Non-sterile Stretch Gauze Bandage, 4in		\$ 12.32
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	Dukal	\$ 0.53
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers		\$ 4.30
Curaplex® DART with 3CC Syringe		\$ 3.19
Curaplex® Disposable Pen Lights		\$ 0.64
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm		\$ 1.59
Curaplex® Fingertip SPO2 Monitor, Lightweight		\$ 18.50
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL		\$ 159.00
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush		\$ 2.45
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size		\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size		\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size		\$ 1.40

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Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size		\$ 140.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size		\$ 14.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size		\$ 1.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size		\$ 1.40
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium		\$ 5.10
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite		\$ 5.10
Curaplex® Select Nasopharyngeal Airway, 19FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 20FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 26FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 26FR		\$ 14.70

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Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Nasopharyngeal Airway, 28FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 28FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 30FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 32FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 34FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 34FR		\$ 14.70
Curaplex® Select Nasopharyngeal Airway, 36FR		\$ 14.70
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter		\$ 160.20
Dynarex® Instant Hot Pack, 5in x 9in, Case of 24	Curaplex by Bound Tree	\$ 0.39
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue		\$ 9.15
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Curaplex by Bound Tree	\$ 198.00
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Curaplex by Bound Tree	\$ 19.80
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire	Curaplex by Bound Tree	\$ 18.10
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	Curaplex by Bound Tree	\$ 18.10
EMS Field Guide ALS Version, 20th Edition		\$ 22.16

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Item Name	Alternate Brand Name	Unit Price
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in		\$ 0.31
G3 Breather Pack, Green		\$ 235.30
G3 Tidal Volume Emergency Oxygen Pack, Green		\$ 187.30
Gauze Pad, 12-ply, 4in x 4in		\$ 1.39
Gauze Sponge, 8-ply, 4in x 4in		\$ 16.71
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2		\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2		\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4		\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3		\$ 3.04
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0		\$ 3.20
High Efficiency Filter Kit *Manufacturer Backorder*		\$ 17.86
i-gel® Supraglottic Airway, Size 3, Small Adult		\$ 28.60
i-gel® Supraglottic Airway, Size 4, Medium Adult		\$ 28.60
i-gel® Supraglottic Airway, Size 5, Large Adult		\$ 28.60
i-gel® Supraglottic Airway, Size 5, Large Adult		\$ 28.60

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Item Name	Alternate Brand Name	Unit Price
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0		\$ 96.60
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk		\$ 1.08
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3		\$ 37.20
King Vision™ Reusable Video Laryngoscope Digital OLED Display		\$ 1,090.20
Littmann® Master Cardiology™ Stethoscope, 27in L, Black		\$ 95.33
Lubricating Jelly, 2.7g, Clear		\$ 6.51
Luer Lock Tip Hypodermic Syringe without Needle, 5cc		\$ 0.15
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in		\$ 12.00
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe	Curaplex by Bound Tree	\$ 3.09
Magill Forceps, Adult		\$ 3.83
MegaMover® 1500, White	Curaplex by Bound Tree	\$ 122.00
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in		\$ 0.72
Neotech Meconium Aspirator, Clear		\$ 183.60
O2-RESQ™ CPAP Valve, 10cm, Green		\$ 8.24
O2-RESQ™ CPAP Valve, 15cm, Red		\$ 8.24

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Item Name	Alternate Brand Name	Unit Price
O2-RESQ™ CPAP Valve, 2.5cm, White		\$ -
O2-RESQ™ CPAP Valve, 5cm, Blue		\$ 8.24
Olaes Modular Bandage, 6in		\$ 5.09
One-piece Bite Stick, Green		\$ 0.40
Patient Strap, Pair		\$ 104.10
Pelican 1440 Protector Top Loader Case with Foam, Black		\$ 210.86
Plain Penlight, 5in L x 0.5in dia.		\$ 1.32
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant		\$ 557.30
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue		\$ 0.13
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue		\$ 0.13
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red		\$ 0.22
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub		\$ 0.08
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr		\$ 15.50
Safetec® Ammonia 15-30% Strength Inhalant Towelettes		\$ 2.43
Safety Lancet, 21ga x 2.2mm D		\$ 0.14

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Item Name	Alternate Brand Name	Unit Price
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	Medsource International	\$ 338.40
SAM® XT Extremity Tourniquet, Tactical Black		\$ 23.00
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue		\$ 420.60
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red	Curaplex by Bound Tree	\$ 56.00
SharpSafety Transportable Sharp Container, 1qt, Red		\$ 56.00
Sodium Chloride 0.9%, 1000ml IV Bag		\$ 2.96
Sodium Chloride 0.9%, 100mL Bag		\$ 2.03
Sodium Chloride 0.9%, 250mL Bag		\$ 2.90
Spear - Simplified Pneumothorax Emergency Air Release		\$ 29.60
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter		\$ 49.74
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve		\$ 14.23
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve		\$ 11.84
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	Curaplex by Bound Tree	\$ 4.05
Stifneck® Select™ Extrication Collar, Adult	Curaplex by Bound Tree	\$ 4.05
SurgiLance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D		\$ 89.70

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Item Name	Alternate Brand Name	Unit Price
SWAT™ Tourniquet, Rescue Orange		\$ 8.93
Triangular Bandages, 40in x 40in x 56in		\$ 0.37
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape		\$ 0.32
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green	Medsource International	\$ 66.00
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink	Medsource International	\$ 1.32
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue	Medsource International	\$ 1.32
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow	Medsource International	\$ 1.32
Window Punch, Aluminum Barrel, Center		\$ 7.45
Wound Simulator Gen2		\$ 178.10
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp		\$ 2,638.10
Offeror's Name:	Bound Tree Medical, LLC	
Address:	5000 Tuttle Crossing Blvd, Dublin, OH 43016	
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Jon McGrew/Associate Vice President, Pricing	
Contact Info - Phone Number:	800.533.0523	
Contact Info - Email Address:	submitbids@boundtree.com	

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (the "Contract") for the City of Alpharetta is made and entered into and is effective July 11, 2023, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 (the "City"), and **HENRY SCHEIN, INC**, a foreign profit corporation with its principal office located at 135 Duryea Road, Melville, NY 11747 (the "Contractor"). The City and the Contractor are sometimes referred to in this Contract collectively as the "Parties."

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-110 dated March 23, 2023 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated April 19, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal and are further defined and governed by this Contract (the "Work"), and, in general, include the following:

The supply and provision, on an as-needed basis, of emergency medical equipment and supplies to the City's Public Safety Department. The Contractor shall supply and provide to the City the products and services set forth in the Contract Documents at the firm, fixed prices stated in **Exhibit "A"** hereof pursuant to purchase orders placed by the City's designated representatives authorized to act on its behalf ("City's Designated Representatives"). The City's Public Safety Director will provide the names of the City's Designated Representatives to Contractor in writing with specific reference to this Contract. The Contractor warrants that all goods and products furnished under this Contract will be new, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. The Contractor will supply all goods/products and furnish all labor, materials, and other incidentals to fully perform the Work, as requested from time to time by the City.

3. Contract Prices. For authorized orders made by the City's Designated Representatives, the City shall pay Contractor in accordance with the firm, fixed prices established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A"**; however, no guarantee is made as to the minimum number of purchases from the Contractor or the minimum amount to be spent annually with the Contractor. All prices established in Exhibit "A" shall be firm for the initial term of this Contract. Price changes for any renewal term shall be presented to the City for acceptance or rejection within thirty (30) days of any renewal term taking effect. Price changes shall be based on manufacturer's price increases and decreases and accompanied by supporting documentation.

The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: Public Safety Payable
pspayable@alpharetta.ga.us

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's Designated Representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's Designated Representatives and City Personnel have been provided by the City in the manner required herein and, thereafter, an authorized order has been placed with the Contractor.

- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the Parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing September 1, 2023, and terminating August 31, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting September 1, 2023, and ending at 11:59 p.m. (Eastern Time) August 31, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from September 1, 2023, through 11:59 p.m. (Eastern Time) on August 31, 2024, ("Initial Term") and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) August 31 of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.
- (c) The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.
- (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
- (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Contractor, incorporated herein as Exhibit "A," and accepted/awarded by the City. In the event of any manufacturing cost changes, as provided in Section 3 *supra*, within thirty (30) days of any renewal term taking effect, Contractor shall submit all price changes to City for acceptance or rejection and Contractor shall provide supporting documentation of any price increase or decrease from manufacturer. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term,

except as provided below. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.

- (f) All prices in the Contractor's proposal shall be firm for the Initial Term. All price changes for the renewal term(s) shall be presented to the City for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer.
- 6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.
- 7. Representations and Warranties. Contractor represents and warrants that Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity.
- 8. Covenants. Contractor covenants that:
 - (a) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants,

architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

9. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.
10. Insurance.
- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- (b) Requirements of Insurance.
- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
 - ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', negligent 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 Section or this Contract 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.
12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor was a party to this Contract.
13. 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. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, or other documents (the "Work Product"), the City shall be deemed the owner of the original

of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Henry Schein, Inc.
135 Duryea Road
Melville, NY 11747
Attn: General Counsel

(b) If to the City, at the following address:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attn: John Robison
jrobison@alpharetta.ga.us

(c) With a copy to Coordinator:

City of Alpharetta
Public Safety Department
2565 Old Milton Parkway
Alpharetta, Georgia 30009
Attention: Stephanie Cochran
scochran@alpharetta.ga.us

(d) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City 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” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

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

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.

- ii. 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 that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the 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 included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers’ licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. 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 included in Appendix A of the RFP, 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. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) 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.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

19. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, 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. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein and constitutes the sole and entire agreement between the Parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on September 1, 2023, and terminating at midnight on August 31, 2024, without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers

written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. All price changes for the renewal term(s) shall be presented to the City of Alpharetta for acceptance or rejection, in its sole discretion, within 30 days of renewal term taking effect, and shall be based on manufacturer price increases/decreases and accompanied with supporting documentation provided by the manufacturer. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. Nothing stated herein shall obligate the City to extend this Contract beyond the Initial Term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The Parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all Parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees,

contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia statutes.

- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

(Signatures on following page)

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____ Jim
Gilvin, Mayor

Date: _____

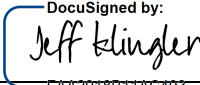
Approved as to substance:

Chris Lagerbloom, City Administrator

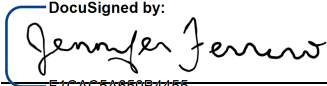
Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

HENRY SCHEIN, INC

By:  _____
Jeff Klingler,
VP & GM, Enterprise Health
Authorized Signer

Attest:

By:  _____
Jennifer Ferrero,
Corporate Secretary

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

EXHIBIT "A"

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name ____ Henry Schein, Inc. ____
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
12VDC NiMH Battery, For Laerdal Compact Suction Unit 4		\$ 124.60
3M 1860 N95 Particulate Respirator Mask, Regular		\$ 98.52
3-Way Stopcock, 0.26mL, Spin-lock Connector		\$ 0.63
Adjustable PEEP Valve, 5-20mg H2O, 19mm		\$ 2.89
Adscope® 603 Clinician Adult Stethoscope, 31in L, Black	Henry Schein 603BKHS	\$ 24.39
AirLife® Modudose®, Sodium Chloride 0.9%, 3mL Vial	sold 100/bx \$12.56	\$ 0.13
AirLife® Sterile Water Solution For Irrigation, 500mL *Non-Returnable*	B Braun R5001-01	\$ 47.04
AMSafe-3® 3-in-1 Multi-Drip Chamber IV Set, 91in L	sold 50/cs \$217.50	\$ 4.35
ARS® Needle Decompression Kit, 14 Gauge		\$ 8.33
Asherman Chest Seal, 5.5 dia		\$ 9.93
Assure® Prism Multi Control Solution	FORA GD20 GD20FCS01	\$ 4.30
Assure® Prism Multi, Blood Glucose Test Strips, Foil Wrapped	FORA GD20 GD20FFWS50	\$ 15.73
Band-Aid® Adhesive Bandage, 1in x 3in	Henry Schein 1126133	\$ 1.53
Biohazardous Waste Bag, Red with Black, 1 to 3gal, 11in x 14.25in, 1.25mil Gauge		\$ 14.50
Butterfly Safety Scalp Vein Set	Henry Schein 5700734, 23g	\$ 41.06
Combat Application Tourniquet, Tactical Black		\$ 22.92

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
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Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
Conforming Non-sterile Stretch Gauze Bandage, 4in		\$ 11.76
Curad® Transparent Adhesive Tape, 1.5yd L x 1in W	3M 15275-1, sold 100/bx \$29.00	\$ 0.29
Curaplex PPE Kit, Intermediate w/ Shoe/Hair Covers	Motion 1832, sold 25/cs \$98.50	\$ 3.94
Curaplex® DART with 3CC Syringe	Teleflex MAD100	\$ 7.70
Curaplex® Disposable Pen Lights	Unitedmed UM-1211801, sold 6/pk	\$ 0.53
Curaplex® ECG Chart Paper, Red Grid, LP11, LP12, LP15, 108mm	Leonhard Lang 12394, sold 5/pk \$11.85	\$ 2.37
Curaplex® Fingertip SPO2 Monitor, Lightweight	Veridian 11-50K	\$ 15.73
Curaplex® Infu-Stat™ Pressure Infuser, 1000mL		\$ 289.00
Curaplex® IV Start Kit With Tegaderm™, Alcohol, Flush	Motion 1307, sold 50/cs \$175.50	\$ 3.51
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 2.5mm Size	NO BID	
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 3.5mm Size	Unitedmed UM-0211701	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4.5mm Size	Unitedmed UM-0211703	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 4mm Size	Unitedmed UM-0211702	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5.5mm Size	Unitedmed UM-0211705	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	Unitedmed UM-0211704	\$ 1.34

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Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 5mm Size	Unitedmed UM-0211704 same as above	\$ 134.00
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6.5mm Size	Unitedmed UM-0211707	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	Unitedmed UM-0211706	\$ 13.40
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 6mm Size	Unitedmed UM-0211706	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 7mm Size	Unitedmed UM-0211708	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8.5mm Size	Unitedmed UM-0211711	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	Unitedmed UM-0211710	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 8mm Size	Unitedmed UM-0211710, same as above	\$ 1.34
Curaplex® Select Endotracheal Tube with Stylet, Cuffed, 9mm Size	Unitedmed UM-0211712	\$ 1.34
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Medium	Maco FO8101	\$ 28.36
Curaplex® Select Greenline Chrome Plated Fiber Optic Laryngoscope Handle, Penlite	Maco FO8102	\$ 29.20
Curaplex® Select Nasopharyngeal Airway, 19FR	NO BID	
Curaplex® Select Nasopharyngeal Airway, 20FR	Dynarex 36275	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 26FR	Dynarex 36278	\$ 21.40
Curaplex® Select Nasopharyngeal Airway, 26FR	Dynarex 36278	\$ 21.40

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Item Name	Alternate Brand Name	Unit Price
Curaplex® Select Nasopharyngeal Airway, 28FR	Dynarex 36279	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 28FR	Dynarex 36279 same as above	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 30FR	Dynarex 36280	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 32FR	Dynarex 36281	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	Dynarex 36282	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 34FR	Dynarex 36282 same as above	\$ 20.90
Curaplex® Select Nasopharyngeal Airway, 36FR	Dynarex 36283	\$ 20.90
Curaplex® Select Small Adult/Pediatric BVM w/ Manometer, PEEP, Bacterial Filter	NO BID	
Dynarex® Instant Hot Pack, 5in x 9in, Case of 24	Dick Medical 7800M, sold 24/cs \$17.04	\$ 0.71
Economy Aneroid Blood Pressure Cuff, Child, Navy Blue		\$ 5.06
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Henry Schein 1127163	\$ 190.80
Edge System™ Quik Combo® Electrodes, Adult, 24in L Leadwire	Henry Schein 1127163, same as above	\$ 19.08
Edge System™ Quik Combo® RTS Electrodes, Adult, 24in L Leadwire		\$ 35.04
Edge System™ Quik Combo® RTS Electrodes, Pediatric, 10.2cm x 8.9cm	Henry Schein 1127165	\$ 19.08
EMS Field Guide ALS Version, 20th Edition		\$ 22.99

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

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Item Name	Alternate Brand Name	Unit Price
EXCEL Butterfly Scalp Vein Set, Winged, 12in Tube, Gray, 27G x 3/4in		\$ 0.27
G3 Breather Pack, Green		\$ 242.56
G3 Tidal Volume Emergency Oxygen Pack, Green		\$ 192.83
Gauze Pad, 12-ply, 4in x 4in		\$ 1.91
Gauze Sponge, 8-ply, 4in x 4in	Dynarex 3242, sold 200/bg \$2.89	\$ 8.67
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2		\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Child, Size 2	same as above	\$ 3.27
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Large Adult, Size 4		\$ 65.40
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Medium Adult, Size 3		\$ 65.40
GreenLine®/D™ Fiber Optic Miller Laryngoscope Blade, Newborn, Size 0		\$ 3.27
High Efficiency Filter Kit *Manufacturer Backorder*		\$ 18.48
i-gel® Supraglottic Airway, Size 3, Small Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 4, Medium Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult		\$ 25.94
i-gel® Supraglottic Airway, Size 5, Large Adult	same as above	\$ 25.94

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Item Name	Alternate Brand Name	Unit Price
IntuBrite™ Disposable Greenline Fiber Optic Macintosh Laryngoscope Blade, Size 0		\$ 52.50
Kendall™ Medi-Trace® 535 Series Foam Electrodes, Adult, 1-3/16in Diameter Size, 5/pk	sold 50/bx \$12.60	\$ 0.21
King Vision™ Disposable Channeled Video Laryngoscope Blade, Size 3		\$ 40.00
King Vision™ Reusable Video Laryngoscope Digital OLED Display		\$ 1,111.00
Littmann® Master Cardiology™ Stethoscope, 27in L, Black		\$ 250.12
Lubricating Jelly, 2.7g, Clear		\$ 5.95
Luer Lock Tip Hypodermic Syringe without Needle, 5cc	sold 100/bx \$7.83	\$ 0.08
Luer-slip Tip Tuberculin Syringe with Needle, 1cc, 27ga x 1/2in		\$ 4.88
MAD Nasal™ Intranasal Mucosal Atomization Device without Syringe		\$ 6.77
Magill Forceps, Adult		\$ 4.50
MegaMover® 1500, White	Unitedmed UM-0611602	\$ 86.00
Multi-Tag Patient Report form/Triage Tag, 4in x 8.5in	sold 50/pk \$42.50	\$ 0.85
Neotech Meconium Aspirator, Clear		\$ 234.00
O2-RESQ™ CPAP Valve, 10cm, Green	sold 10/bx \$106.00	\$ 10.60
O2-RESQ™ CPAP Valve, 15cm, Red	sold 10/bx \$106.00	\$ 10.60
O2-RESQ™ CPAP Valve, 2.5cm, White	DISCONTINUED	

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name _____ Henry Schein, Inc. _____
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
O2-RESQ™ CPAP Valve, 5cm, Blue	sold 10/bx \$106.00	\$ 10.60
Olaes Modular Bandage, 6in		\$ 16.83
One-piece Bite Stick, Green	sold 10/pk \$2.85	\$ 0.29
Patient Strap, Pair	NO BID	
Pelican 1440 Protector Top Loader Case with Foam, Black	NO BID	
Plain Penlight, 5in L x 0.5in dia.	sold 6/pk \$3.18	\$ 0.53
Professional CPR-AED Training Family Pack Manikin w/CPR Rate Monitor, Medium Skin, 2 Adult, 1 Child, 2 Infant	NO BID	
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	sold 100/bx \$23.00	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Blue	sold 100/bx \$23.00, same as above	\$ 0.23
Pull-Tite II® Seal, 1-Piece, Consecutively Numbered with Self-Lock, 9in L, Red	sold 100/bx \$23.00	\$ 0.23
Regular Bevel Hypodermic Needle, 25G x 5/8in, Orange Hub	sold 100/bx \$3.15	\$ 0.03
Rusch® Fixed Nasopharyngeal Airway, 115mm x 19fr	NO BID	
Safetec® Ammonia 15-30% Strength Inhalant Towelettes		\$ 2.44
Safety Lancet, 21ga x 2.2mm D	sold 100/bx \$4.75	\$ 0.05

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name <u>Henry Schein, Inc.</u>
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
SAM® Splint, Aluminum/Foam, Orange/Blue, Rolled	Dynarex Actisplint 3528, sold each \$3.00	\$ 180.00
SAM® XT Extremity Tourniquet, Tactical Black		\$ 25.86
Semi-Rigid Trauma Deployment System Bag without Modules, Royal Blue	MedSource MS-B3321	\$ 75.15
SharpSafety GatorGuard In Room Sharps Container, 3gal, Transparent Red		\$ 70.20
SharpSafety Transportable Sharp Container, 1qt, Red		\$ 79.40
Sodium Chloride 0.9%, 1000ml IV Bag		\$ 3.38
Sodium Chloride 0.9%, 100mL Bag		\$ 2.53
Sodium Chloride 0.9%, 250mL Bag		\$ 3.31
Spear - Simplified Pneumothorax Emergency Air Release		\$ 28.04
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, HEPA Filter		\$ 66.60
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop Off Valve, Expiratory Filter, Manometer, PEEP Valve	sold 6/cs \$94.32	\$ 15.72
SPUR® II BVM with Bag Reservoir, Adult, Medium Mask, Pop-off Valve, Manometer Port, PEEP Valve		\$ 12.61
Stifneck® Pedi-Select™ Extrication Collar, Pediatric	Ambu 000281106	\$ 4.56
Stifneck® Select™ Extrication Collar, Adult	Ambu 000281000	\$ 4.56
SurgiLance® Fixed Depth Safety Lancet, Orange, 21ga x 2.2mm D	Henry Schein 9007980, sold 100/bx \$4.75	\$ 71.25

CONTRACT NAME: Public Safety Emergency Medical Equipment and Supplies

CONTRACT NO. 23-110B

CITY OF ALPHARETTA REQUEST FOR PROPOSAL (RFP)		
RFP Number: 23-110		
RFP Title: Public Safety Emergency Medical Equipment & Supplies		
		Offeror's Name ____ Henry Schein, Inc.
Directions: Offeror should complete the Offeror's Name field and the highlighted line items. The extended price will auto-calculate based on the estimated quantity. The Offeror may provide an alternative brand name as necessary. Offeror should verify the total.		
Item Name	Alternate Brand Name	Unit Price
SWAT™ Tourniquet, Rescue Orange		\$ 10.16
Triangular Bandages, 40in x 40in x 56in		\$ 0.34
Veni-Gard® TM Jr IV Stabilization Dressing, Pediatric Omega Shape	sold 100/bx \$34.40	\$ 0.34
ViaValve® Safety IV Catheter w/ Blood Control, 18ga x 1-1/4in, Green		\$ 76.50
ViaValve® Safety IV Catheter w/ Blood Control, 20ga x 1in L, Pink		\$ 1.53
ViaValve® Safety IV Catheter w/ Blood Control, 22ga x 1in L, Blue		\$ 1.53
ViaValve® Safety IV Catheter w/ Blood Control, 24ga x 5/8in L, Yellow		\$ 1.53
Window Punch, Aluminum Barrel, Center		\$ 7.26
Wound Simulator Gen2	North American Rescue 93-0069	\$ 377.61
Zoe 740SELECT™ BP Monitor with MAXNIBP, Masimo SpO2, Temp	Masimo 25639 , 25650 and 25654	\$ 5,543.33
Offeror's Name:	Henry Schein, Inc	
Address:	135 Duryea Rd Melville, NY 11747	
Print/Type Name(s) and Title(s) of Authorized Signer(s):	Jeff Klingler, VP & GM, Enterprise Health	
Contact Info - Phone Number:	800-845-3550	
Contact Info - Email Address:	EMSbids@Henryschein.com	



STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: August 7, 2023

AGENDA ITEM:

Purchase Approval: Mimecast Email, Web Security, and Cybersecurity Training with Verinext

Consideration of approval of a purchase order to Verinext, as the vendor to provide the annual Mimecast Subscription in the amount of \$51,222.22.

STAFF RECOMMENDATION:

Approve Verinext as the vendor to provide the annual Mimecast Subscription in the amount of \$52,222.22.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$52,222.22

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$52,222.22

ITEM DESCRIPTION:

The Mimecast subscription allows the City to secure emails into and out of our email system, provides our computers with web filtering and protection, and cybersecurity awareness training for our users.

This renewal is funded in the fiscal year 2024 budget, and three quotes were obtained. The lowest quote was provided by Verinext and is recommended for approval. Below is the breakdown of the quotes obtained.

Verinext:	\$52,222.22
SHI:	\$54,016.05
CDWG:	\$54,572.00

ALTERNATIVES:

While two other vendors were considered, Verinext (the recommended vendor) provided the lowest cost.

ATTACHMENTS:

1. Mimecast - Verinext - Recommended
2. Mimecast - CDWG
3. Mimecast- SHI

Atlanta Office
4850 River Green Parkway
Duluth, GA 30096

Philadelphia Office
4 Sentry Pkwy, Suite 300
Blue Bell, PA 19422



City of Alpharetta - Mimecast Subscription SaaS 2023 / 2024 (8/19/23)

Prepared By:

Brian Hull
brian.hull@verinext.com

Prepared For:

City of Alpharetta
Adam Montgomery
amontgomery@alpharetta.ga.us

Ship to:

City of Alpharetta

Quote Information:

Quote #: Q-00569
Quote Date: 7/11/2023
Expiration Date: 8/10/2023

Covered Period: July 19, 2023 - July 18, 2024

Item No.	Description	Qty	Price	Ext. Price
M_PERM-DEF_250_A	Perimeter Defense Plan QTY: 450	1	\$6,340.07	\$6,340.07
M_W1_250_A	Mimecast W1 QTY: 450	1	\$8,664.13	\$8,664.13
M_AT1_OS_250_A	Mimecast AT1 Mime OS QTY: 450	1	\$6,079.39	\$6,079.39
M_SM_A	Add On- Secure Messaging QTY: 450	1	\$2,864.71	\$2,864.71
M_IEP_A	Add On - Internal Email Protect QTY: 450	1	\$6,189.38	\$6,189.38
M_DMA-T4_A	DMARC Analyzer – T4 QTY: 5	1	\$7,055.29	\$7,055.29
M_CYBERG-SEG_A	Cybergraph for SEG QTY: 450	1	\$8,919.11	\$8,919.11
M_ADV-SP_A	Advanced Support QTY: 1	1	\$5,110.14	\$5,110.14

Subtotal: \$51,222.22

Quote Summary:

Description	Amount
Covered Period: July 19, 2023 - July 18, 2024	\$51,222.22

Total: \$51,222.22

Terms & Conditions

Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless an existing contract for a sale of goods or services (such as an MSA) is in place between the parties, this quote shall, at all times, be governed and controlled by the terms and conditions, respectively, for the sale of goods found here <https://verinext.com/terms-and-conditions-of-sale/> and for the sale of services found here <https://verinext.com/msa/>.

City of Alpharetta

Signature: _____ **Date Signed:** _____

Name: _____





Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

JASON DAVIS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NLTC099	7/17/2023	NLNC184	1024933	\$54,572.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MIMECAST PERIMETER DEFENSE PLAN Mfg. Part#: M_PERM-DEF_250_A Electronic distribution - NO MEDIA Contract: Standard Pricing	450	6146579	\$15.00	\$6,750.00
MIMECAST W1 Mfg. Part#: M_W1_250_A Electronic distribution - NO MEDIA Contract: Standard Pricing	450	5323899	\$20.50	\$9,225.00
Cyber Awareness Training AT1 Mime - OS - web-based training Mfg. Part#: M_AT1_OS_250_A Electronic distribution - NO MEDIA Contract: Standard Pricing	450	5920476	\$14.39	\$6,475.50
Mimecast Secure Messaging Service - subscription license (1 year) - 1 licen Mfg. Part#: M_SM_A Electronic distribution - NO MEDIA Contract: Standard Pricing	450	5865979	\$6.79	\$3,055.50
Mimecast Internal Email Protect - subscription license (1 year) - 1 license Mfg. Part#: M_IEP_A Electronic distribution - NO MEDIA Contract: Standard Pricing	450	4500633	\$14.65	\$6,592.50
MIMECAST DMARC ANALYZER Mfg. Part#: M_DMA-T4__A Electronic distribution - NO MEDIA Contract: Standard Pricing	5	6149033	\$1,504.00	\$7,520.00

QUOTE DETAILS (CONT.)

Mimecast CyberGraph for Secure Email Gateway - subscription license (1 year)	450	6606485	\$21.13	\$9,508.50
Mfg. Part#: M_CYBERG-SEG_A Electronic distribution - NO MEDIA Contract: Standard Pricing				
Mimecast Advanced Support - technical support - 1 year	1	6531299	\$5,445.00	\$5,445.00
Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: Standard Pricing				

SUBTOTAL	\$54,572.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$54,572.00

PURCHASER BILLING INFO

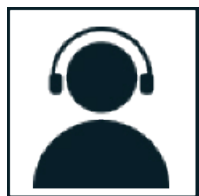
Billing Address:
CITY OF ALPHARETTA
PURCHASING OFFICE
2 PARK PLZ
ALPHARETTA, GA 30009-3680
Phone: (678) 297-6030
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF ALPHARETTA
PURCHASING OFFICE
2 PARK PLZ
ALPHARETTA, GA 30009-3680
Phone: (678) 297-6030
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Zach Deliberto | (877) 649-8688 | zachdel@cdwg.com

Need Help?[My Account](#)[Support](#)[Call 800.800.4239](tel:800.800.4239)

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Pricing Proposal
Quotation #: 23675024
Reference #: mimecast
Created On: 7/7/2023
Valid Until: 7/31/2023

GA-City of Alpharetta

Jason Davis

GA
United States
Phone: 678-297-6000
Fax:
Email: jdavis@alpharetta.ga.us

Inside Account Manager

Jack Zofcin

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-507-1540
Fax:
Email: Jack_Zofcin@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Perimeter Defense Plan Mimecast - Part#: M_PERM-DEF_250_A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	450	\$14.85	\$6,682.50
2	Mimecast W1 Mimecast - Part#: M_W1_250_A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	450	\$20.30	\$9,135.00
3	Mimecast AT1 Mime OS Mimecast - Part#: M_AT1_OS_250_A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	450	\$14.24	\$6,408.00
4	Add On- Secure Messaging Mimecast - Part#: M_SM_A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	450	\$6.71	\$3,019.50
5	Add On - Internal Email Protect Mimecast - Part#: M_IEP_A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	450	\$14.51	\$6,529.50
6	DMARC Analyzer - T4 Mimecast - Part#: M_DMA-T4__A Contract Name: Software Contract #: 99999-SPD-SPD000060-0003 Coverage Term: 7/19/2023 – 7/18/2024	5	\$1,488.38	\$7,441.90
7	Cybergraph for SEG Mimecast - Part#: M_CYBERG-SEG_A	450	\$20.91	\$9,409.50

Contract Name: Software
Contract #: 99999-SPD-SPD000060-0003
Coverage Term: 7/19/2023 – 7/18/2024

8	Advanced Support	1	\$5,390.15	\$5,390.15
	Mimecast - Part#: M_ADV-SP_A			
	Contract Name: Software			
	Contract #: 99999-SPD-SPD000060-0003			
	Coverage Term: 7/19/2023 – 7/18/2024			
			Total	\$54,016.05

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 30 days of the executed renewal date.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.