



CITY COUNCIL MEETING & PUBLIC HEARING AUGUST 28, 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. **CONSENT AGENDA**
 - A. **City Council Work Session Minutes (Work Session from 8/21/2023)**
Consideration of approval of the City Council Work Session minutes from the August 21, 2023 City Council Work Session.
 - B. **City Council Meeting Minutes (Meeting of 8/21/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of August 21, 2023.
 - C. **Alcoholic Beverage License Applications**
Consideration of approval of the following alcoholic beverage applications:
 1. **PH-23-AB-19 Jalomane, LLC d/b/a Gourmania 124 Devore Road, Alpharetta, GA 30009**
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Jalomane, LLC
Registered Agent: Vania Mane
 2. **PH-23-AB-20 Paramount Hospitality Group, LLC d/b/a South Main Kitchen 9 South Main Street, Alpharetta, GA 30009**
Change in Business Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Paramount Hospitality Group, LLC
Registered Agent: Franklin James Lalljee
 3. **PH-23-AB-21 Golden Universe Corporation d/b/a Simon's Chinese Thai and Sushi 3975 Old Milton Parkway, Suite 1, Alpharetta, GA 30005**
Eating Establishment
Consumption on Premises
Beer, Wine & Sunday Sales
Owner: Golden Universe Corporation
Registered Agent: Michael Boakye-Danquah
5. **PUBLIC HEARING**
 - A. **CLUP-23-03/Z-23-10 Valor Christian Academy / 4665 Webb Bridge Road**
Consideration of a comprehensive land use plan amendment and rezoning to allow an 'Academic School' in an existing building previously used as a day care center. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Public, Institutional, Education' and a rezoning is requested from AG (Agriculture) to SU (Special Use). The property is located at 4665 Webb Bridge Road and is legally described as being located in Land Lot 163, 1st District, 1st Section, Fulton County, Georgia.

B. Public Hearing on the Fiscal Year 2024 Millage Rate Levy

An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Millage Rate Levy.

6. NEW BUSINESS

A. Fiscal Year 2024 Millage Rate Ordinance

SECOND READING

The first reading occurred during the August 21, 2023 City Council Meeting and Public Hearing.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.

B. Fiscal Year 2024 Budget Amendment Ordinance

SECOND READING

The first reading occurred during the August 21, 2023 City Council Meeting & Public Hearing.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

C. Text Amendments: Ethics Ordinance

SECOND READING

The first reading of this item occurred during the August 21, 2023 City Council Meeting and Public Hearing.

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

D. Invitation to Bid 24-003: Public Safety Vehicle Purchase

Consideration of approval to award ITB 24-003 to Carl Black Buick GMC for purchasing Public Safety thirteen (13) vehicles, approval to have those vehicles upfitted by Dana Safety Supply Inc., and authorization for the Mayor to execute all necessary documents.

E. Request for Proposals 23-117: Facility Assessment for Six Fire Stations

Consideration of approval to award RFP 23-117 to Jericho Design Group, LLC for the Facilities Assessment for Renovations of the City's Six Fire Stations with approval of the associated contract and with authorization for the Mayor to execute all necessary documents.

F. Purchase Approval: Microsoft Enterprise Agreement for Software Services with Dell Marketing LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$290,479.78 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

7. PUBLIC COMMENT

8. REPORTS

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 28, 2023

AGENDA ITEM:

City Council Work Session Minutes (Work Session from 8/21/2023)

Consideration of approval of the City Council Work Session minutes from the August 21, 2023 City Council Work Session.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Work Session minutes from August 21, 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 Work Session on August 21, 2023.

ALTERNATIVES:

Do not approve the City Council Work Session minutes from August 21, 2023.

ATTACHMENTS:

1. CC WS Minutes 8.21.2023



City Council Work Session AUGUST 21, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance

- Kurt Kirby, Projects Manager
- Michael Woodman, Planning & Development Services Manager
- Shawn Mitchell, Budget & Procurement Manager

3. PLEDGE TO THE FLAG

4. WORK SESSION ITEMS

A. Tax Digest and Millage Rate Levy

Presentation and discussion of the tax digest millage rate levy.

- Director of Finance, Tom Harris, came forward to present this item.
- The Work Session materials for this agenda item are attached hereto as "Exhibit A."
- The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).
- City Council Budget Workshops were held on March 20th, May 1st, and May 15th.
- Public Hearings on the budget were held on May 22nd and June 19th with final ordinance approval of the FY 2024 Budget occurring on June 19, 2023. The budget was adopted prior to the receipt of the digest from the County.
- The City's millage rate levy was set at the same as the prior year at 5.75 mills. The City's millage rate of 5.75 mills includes 4.87 mills for general government (i.e., operations and recurring capital investment) and 0.880 mills for debt service on voter approved bonds.
- The Fiscal Year 2024 (Tax Year 2023) Preliminary Certified Tax Digest ("Digest") was provided to the City on June 28, 2023. The Net Taxable Digest grew by 10.4% compared to last year's growth of approximately 5.7%. This is primarily due to growth in the valuation of new construction of \$155 million compared to the prior year of \$113 million. New construction growth represents 2.5% of the 10.4% growth in the net taxable digest with the remaining 7.9% attributable to the reassessment of existing residential and commercial properties (total increase of \$478 million). The prior year reassessment growth was approximately 3.7%.
- At this time, we are unable to determine the make-up of the reassessment and the new construction in terms of how much represents commercial vs residential. The budget adopted in May assumed similar growth as the prior year in terms of both reassessments and new construction.

- The digest outpaced the forecasts included in the FY 2024 Budget and is estimated to result in additional revenues totaling \$1.8 million for the General Fund. Adjusting the required Debt Service millage rate to that amount which will sufficiently service the outstanding debt from 0.880 mills to 0.799 mills (a decrease of 0.081 mills) and adjusting the General Fund operating millage rate by a like amount from 4.870 mills to 4.951 mills accounts for approximately \$505 thousand of the total \$1.8 million of additional revenue.
- City Administrator, Chris Lagerbloom, shared that the purpose of this discussion is for Mayor and Council to discuss the additional \$1.8 million in revenues. Council could decide to appropriate it for things or leave it as unallocated funds in the budget and wait on capital projects later in the year. Mr. Lagerbloom also shared that Council could do the opposite; Council could allocate the funds for a specific project, and should the Council decide that conditions change or inflation costs rise, the council could allocate the funds for something else down the road.

CITY COUNCIL DISCUSSION:

- Council Member Will asked about the advertisements that were posted in the newspaper and city-wide facility assessments.
- Council Member Binder shared that he would like to know at what point do we show residents what we would like to do with these funds (other than hold the additional \$1.8 million in unallocated).
 - Director Harris shared that the recurring capital expenses (currently budgeted at \$4 million) are increasing every year (things like: milling and resurfacing, fleet replacement, stormwater, lighting, etc.) so the additional \$1.8 million could help with these types of projects. If we leave anything left over in the unallocated it could be used in FY25 for future projects.
- Mayor Gilvin shared background information on the way property tax values have or have not been impacted and the importance of receiving sales tax and how it allows the city to offset some costs of providing municipal services to taxpayers.

5. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Mitchell offered a motion to recess to Executive Session for litigation and land acquisition.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member DeRito offered a motion to reconvene the meeting.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (7-0).

6. **ADJOURNMENT**

- ❖ Council Member Hipes offered a motion to adjourn the Work Session.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the work session at 6:32 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

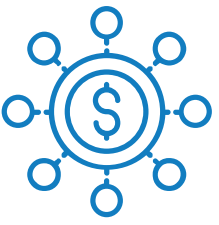
EXHIBIT A

The background image shows a scenic view of a park. In the foreground, there is a small waterfall cascading over large, light-colored rocks. A paved path leads from the waterfall towards a large, multi-story red brick building with white columns and arched windows. The building is surrounded by lush green trees and a well-maintained lawn. The sky is overcast with grey clouds.

Fiscal Year 2024 Tax Digest and Millage Rate Levy Workshop

August 21, 2023

FINANCE DEPARTMENT

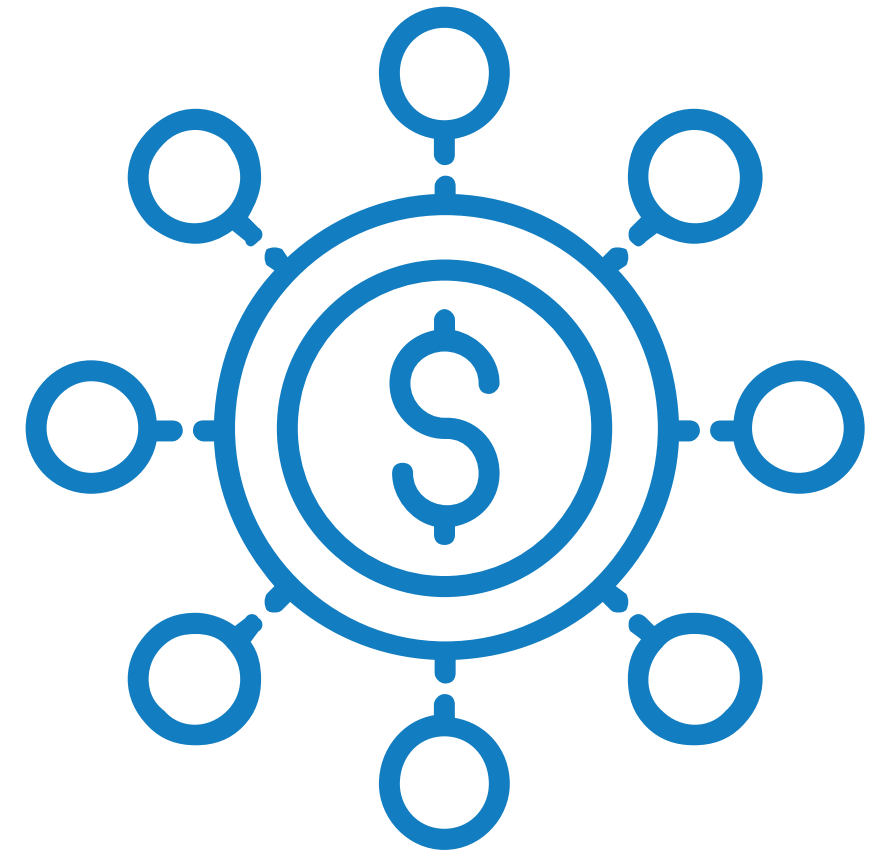


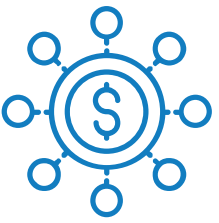
Agenda

- **Budget and Millage Process Recap**
- **Tax Digest and Millage Rate Status**
- **Fiscal Impacts**
- **Investment Options**
- **Calendar**

Budget and Millage Process Recap

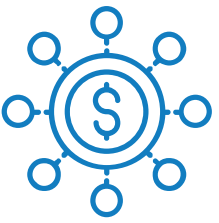
Fiscal Year 2024





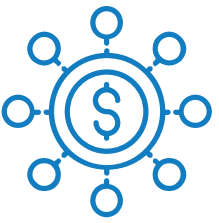
Budget and Millage Process Recap

- **January 2023**
 - City Council Retreat
- **January 2023**
 - Target Budgets provided to Departments
- **February-April 2023**
 - Joint Development by Finance and Departments of a detailed line-item budget by departmental project/program (e.g., uniform patrol, public works, etc.)
 - New Initiatives (operations/capital) are separated from the Base Budget
 - Budget meetings with Mayor and City Administrator



Budget and Millage Process Recap

- **March 1, 2023**
 - City Council Budget Workshop
- **May 1, 2023**
 - City Council Budget Workshop
- **May 15, 2023**
 - City Council Budget Workshop
- **May 22, 2023**
 - Millage Levy Adoption (initial)
 - Public Hearing (#1 of 3)
 - 1st Reading of FY 2024 Millage Ordinance
 - Budget Adoption
 - 1st Reading of FY 2024 Budget Ordinance



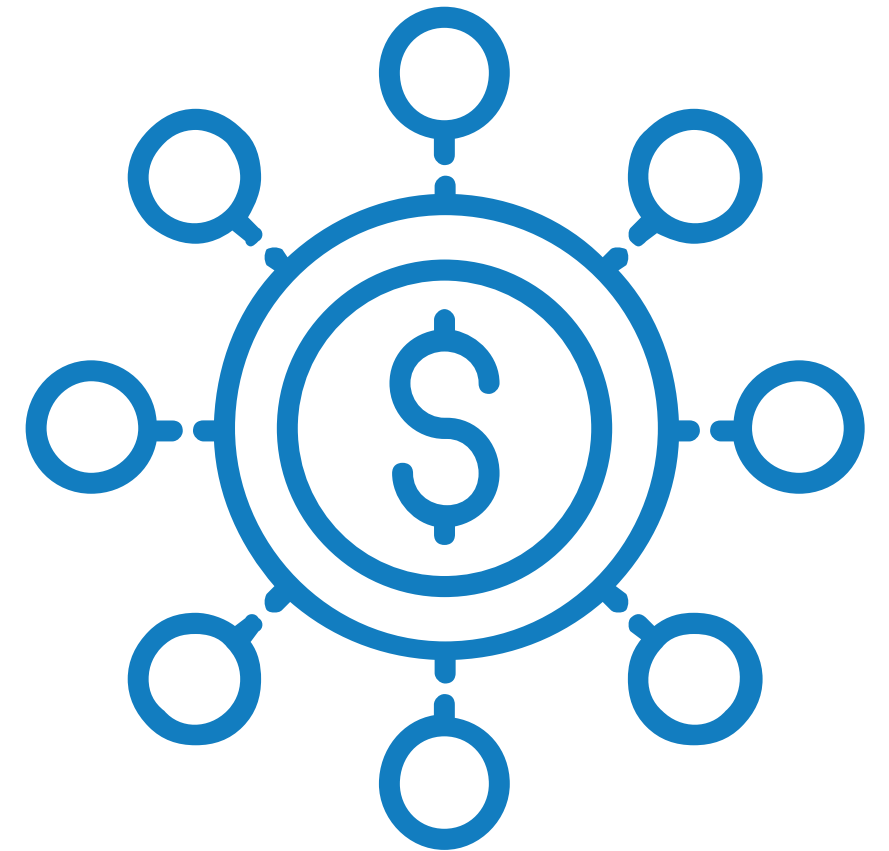
Budget and Millage Process Recap

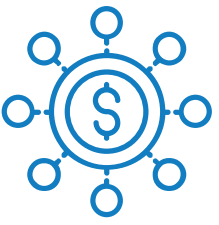
- **June 19, 2023**
 - Millage Levy Adoption (initial)*
 - Public Hearing (#2 of 3) – 11:30am
 - Public Hearing (#3 of 3) – 6:30pm
 - 2nd Reading of FY 2024 Millage Ordinance
 - Budget Adoption
 - 2nd Reading of FY 2024 Budget Ordinance
 - Adoption of Annual Action Plan and Priorities

** Tax Digest was received on June 28, 2023 (after Millage Adoption).*

Tax Digest and Millage Rate Status

Fiscal Year 2024



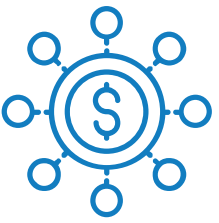


FY 2024 Tax Digest

- Received on June 28, 2023
- Growth exceeded FY 2024 Budgetary Forecasts
 - 10.4% Taxable M&O Digest Growth
 - 7.9% from Reassessments
 - 2.5% from New Construction (\$155M)
 - 18% Residential Value growth (before HX)
 - 29% growth in Exemptions
 - Approx. 12% Net Residential Value growth (after Exemptions)
 - 10% Commercial Value growth

	Final Digest 2021	Final Digest 2022	%	Preliminary Digest 2023*	%
Property Class					
Residential	3,391,555,360	3,976,110,760	17.2%	4,683,454,760	17.8%
Commercial	3,234,033,490	3,295,688,890	1.9%	3,629,461,230	10.1%
Industrial	93,320,640	89,556,670	-4.0%	89,063,760	-0.6%
Public Utility	92,863,631	94,993,754	2.3%	90,011,602	-5.2%
Motor Vehicle	19,610,740	16,790,410	-14.4%	16,416,520	-2.2%
Other	3,729,320	527,280	-85.9%	471,200	-10.6%
Total Digest	6,835,113,181	7,473,667,764	9.3%	8,508,879,072	13.9%
Exemptions	(1,078,993,638)	(1,387,255,121)	28.6%	(1,789,921,267)	29.0%
Taxable M&O Digest	5,756,119,543	6,086,412,643	5.7%	6,718,957,805	10.4%

* Includes 285 million of New Construction value-added.

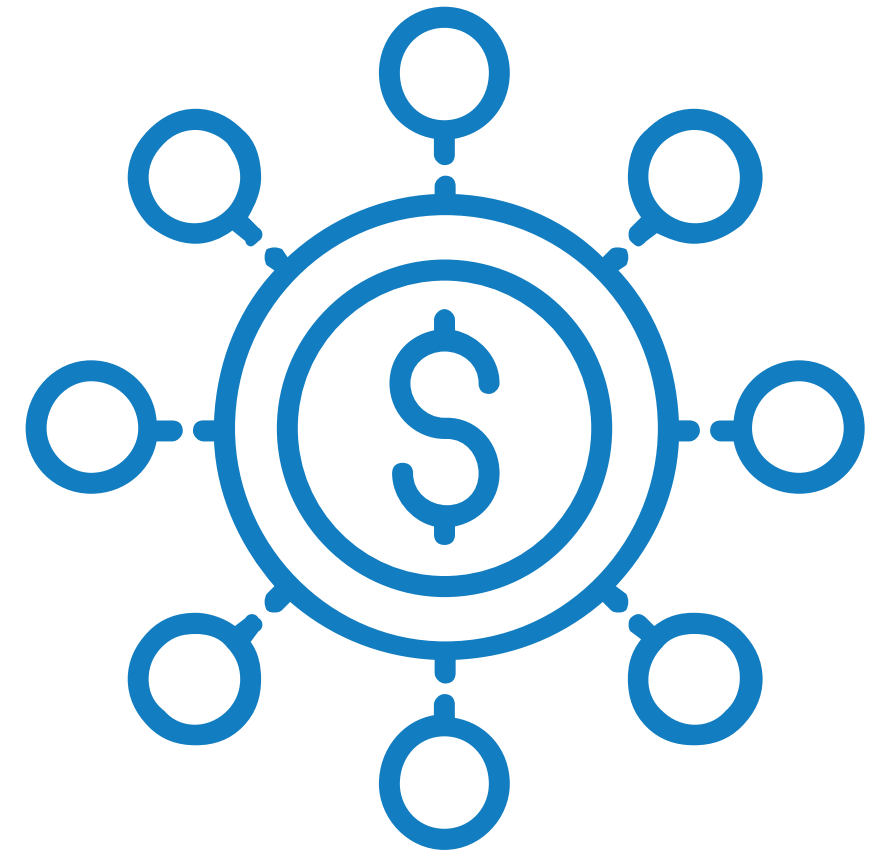


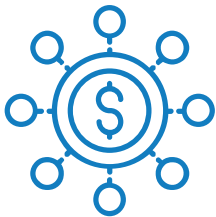
FY 2024 Millage Rate Levy

- **Tax Digest Growth results in Tax Revenue in excess of what the City advertised during the initial FY 2024 Millage Levy adoption**
 - Adoption Process must be restarted
 - 3 Public Hearings
 - Advertisements/Press Release
 - 2 Readings of a Millage Rate Ordinance

Fiscal Impact

Fiscal Year 2024



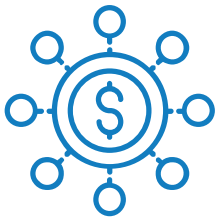


Revenue Impact

Millage Rates (maintain 5.75 millage levy; shift between O&M + Debt)

	Original Millage Proposal	Revised Millage Proposal	Est. Revenue		Budget	Gain (Loss)	Millage Change (Revised - Original)	
O&M	4.870	4.951	\$	30,645,000	\$	28,850,000	\$ 1,795,000	0.081
Debt*	0.880	0.799	\$	6,340,000	\$	6,340,000	\$ -	-0.081
	5.750	5.750	\$	36,985,000	\$	35,190,000	\$ 1,795,000	0.000

* Debt Millage Rate structured to generate tax revenue that, coupled with utilization of fund balance as set forth in the FY 2024 Budget, sufficiently services the debt. The millage swap of 0.081 mills results in additional revenue to the General Fund of \$505,000.



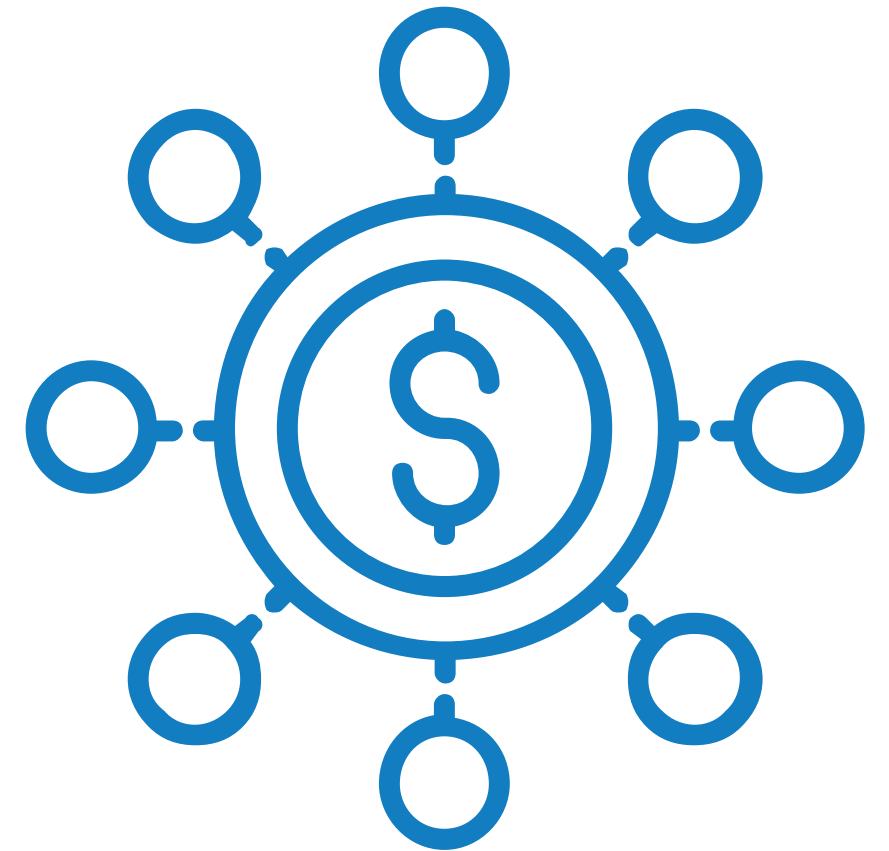
Millage Impact

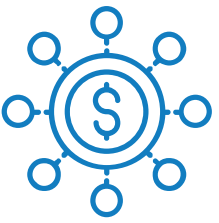
General Fund			
		Avg. Homeowner Savings*	
Revenue	Mills		
\$ 100,000	0.016	\$	2.83
\$ 250,000	0.040	\$	7.07
\$ 500,000	0.081	\$	14.14
\$ 750,000	0.121	\$	21.21
\$ 1,000,000	0.162	\$	28.27
\$ 1,250,000	0.202	\$	35.34
\$ 1,500,000	0.242	\$	42.41
\$ 1,795,000	0.290	\$	50.75

** Assessed Valuation of \$550,000*

Investment Options

Fiscal Year 2024





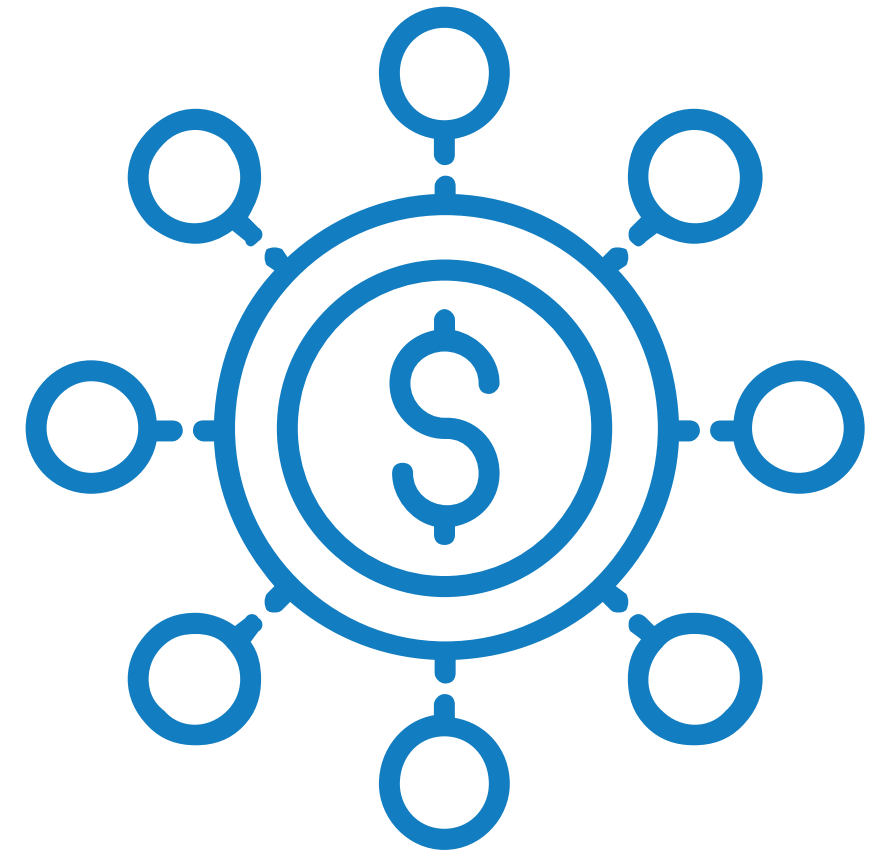
Investment Options

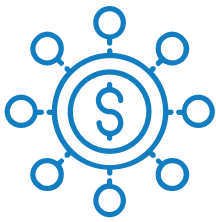
- **Increase Annual Capital Appropriation**
 - FY 2024 Budget = \$4M
 - Goal = \$5M (min) to \$7M
 - Unfunded FY 2024 Capital Initiatives attached
- **Operating Initiatives**
 - Unfunded FY 2024 Operating Initiatives attached
- **New Initiatives**
 - City Hall Generator (\$1.25M est.; includes generator, natural gas hookup, and enclosure)
- **Future Capital Financing**
- **Millage Rate Reductions**

Investment options that adjust the FY 2024 Budget will result in consideration of a Budget Amendment Ordinance.

Calendar

Fiscal Year 2024





Calendar

- Public Hearings/Council Meetings

- Aug. 21, 2023 Council Workshop (Tax Digest/Millage Levy)
- Aug. 21, 2023 Millage Levy and Budget Amendment
 - 1st Public Hearing (millage)
 - 1st Reading of Millage Rate Ordinance
 - 1st Reading of Budget Amendment Ordinance
- Aug. 28, 2023 Millage Levy (11:30 am)
 - 2nd Public Hearing (millage)
- Aug. 28, 2023 Millage Levy and Budget Amendment (6:30 pm)
 - 3rd Public Hearing (millage)
 - 2nd Reading of Millage Rate Ordinance
 - 2nd Reading of Budget Amendment Ordinance

Millage Rate proposal will require the following Ads (1st publication date is August 10th)

- Notice of Tax Increase Ad(s)
- Press Release
- 5-Year Tax Levy Ad



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 28, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 8/21/2023)

Consideration of approval of the City Council meeting minutes from the meeting of August 21, 2023.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Meeting minutes from the meeting of August 21, 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 & Public Hearing on August 21, 2023.

ALTERNATIVES:

Do not approve the City Council Meeting minutes from the meeting of August 21, 2023.

ATTACHMENTS:

1. CC Minutes 8.21.2023



City Council Meeting & Public Hearing

AUGUST 21, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

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COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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1. CALL TO ORDER

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2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Kurt Kirby, Projects Manager
- Michael Woodman, Planning & Development Services Manager

- Shawn Mitchell, Budget & Procurement Manager

3. PLEDGE TO THE FLAG

4. STATEMENT BY THE ALPHARETTA CLERGY ASSOCIATION

- Keith Welton, Lead Pastor at Radiant Church of Georgia, came forward and read a statement during the meeting as a response to a recent situation where neighborhoods in Alpharetta were recently targeted with anti-Semitic material.
- The statement is attached hereto as "Exhibit A."

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 7/24/2023)

Consideration of approval of the City Council meeting minutes from the meeting of July 24, 2023.

B. City Council Meeting Minutes (Meeting of 8/7/2023)

Consideration of approval of the City Council meeting minutes from the meeting of August 7, 2023.

C. Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage applications:

1. PH-23-AB-17 JK North Point Management, LLC d/b/a Hyatt Place Atlanta/Alpharetta/North Point Mall, 7500 North Point Parkway Alpharetta, GA 30022

Change in Business Ownership
Hotel

Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: JK North Point Management, LLC
Registered Agent: Prem Patel

2. PH-23-AB-18 RINA Avalon, LLC d/b/a RINA Avalon, 3180 Avalon Boulevard, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: RINA Avalon, LLC
Registered Agent: Michael Sard

D. Financial Management Report (Month Ending June 30, 2023)

Consideration of approval of the Financial Management Report for the month ending June 30, 2023

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).

6. PUBLIC HEARING

A. CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes

Consideration of a comprehensive land use plan amendment, rezoning, and variances to allow for the construction of 16 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks, reduce undisturbed buffers, and reduce lot width. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 1124, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Greenland Properties, LLC, is requesting a comprehensive land use plan amendment, rezoning and variances to allow for the construction of sixteen (16) 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks, reduce undisturbed buffers, and reduce lot widths. The subject property is located at 0 State Highway and 572 North Main Street near the northeast corner of North Main Street and Vaughan Drive.
- This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and changing the wording of condition #11 (vote 7-0).
- Staff is recommending that Mayor and Council approve CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes, subject to the following conditions:
 1. The 2.28-acre property shall be zoned R-8A/D and developed substantially similar to site plan prepared by DMG Land Planning Consultants, dated 6/1/23, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

2. The comprehensive land use plan designation of the property shall be 'High Density Residential'.
3. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A - Renderings, subject to final approval by Staff. Townhomes shall have 4-sided architecture, materials and details.
4. Density shall not exceed 7.02 dwelling units per acre.
5. Developer shall improve the North Main Street streetscape as follows: planter planted with street trees and/or shrubs (as approved by GDOT) and decorative pedestrian lighting, with final approval by Staff.
6. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
7. Minimum 5' sidewalks shall be providing along new private driveway and connecting to the public sidewalk. If Fulton County requires an unencumbered easement, sidewalk may be on one side of the street.
8. Minimum 20' building setback and landscape strip shall be provided along North Main Street and shall be planted with shade trees outside of utility easements and overhead utilities, as approved by Staff.
9. Townhome minimum lot widths shall be as depicted on the site plan prepared by DMG Land Planning Consultants, dated 6/1/23.
10. Minimum 10' landscape strips shall be provided along the new private driveway. If Fulton County requires an unencumbered easement, shrubs shall replace tree requirements on one side of the street.
11. Minimum 10' planted evergreen buffers shall be provided along the west and east property lines. Existing trees shall be saved in the buffer areas where not in conflict with site balancing and utility installation.
12. The HOA declarations and covenants shall include an acknowledgement that the owners of the surrounding commercial tracts abutting the subject property may seek a variance to reduce the width of the undisturbed buffer requirement as a result of the rezoning of the subject property from C-2 to R-8A/D. Property owners subject to the HOA declarations and covenants shall not object to any such reasonable variance request.
13. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
14. Developer shall save trees as depicted on Sheet T.1 prepared by TJ Schell, LLC, dated 3/29/2023.

15. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
 16. HVAC and similar equipment shall not be visible from the public right-of-way.
 17. Stormwater management area shall be screened from adjacent properties with a heavily planted evergreen buffer along the north, east and west sides to create an opaque screen, as approved by Staff.
 18. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
 19. Garbage pickup shall be from within the development.
 20. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
 21. Developer shall install fencing and landscape material along western property line (adjacent to the Kalen Center) as shown on Exhibit B.
- The undeveloped property is wooded. Surrounding properties are zoned R-8A to the north, C-2 to the west, and C-2 and CUP (Community Unit Plan) to the south. 321 Vaughan is located to the north, North Main Animal Hospital, The Kalen Center and The Parish Anglican Church are located to the west, City of Milton to the east and south, and Winthrop Chase to the south. The comprehensive land use plan designation of the property is 'Commercial', which requires an amendment to allow the proposed residential use.
 - the applicant requests variances to modify R-8A development regulations (building setbacks and minimum lot width) and undisturbed buffer regulations in the Unified Development Code (UDC). The property is located in the Hwy 9/Georgia 400 Area Livable Centers Initiative (LCI), which has a vision to create a more walkable environment and refers to the City's Downtown regulations as it relates to appropriate design and site layout. Therefore, the variance to reduce the front setback is appropriate if the setback reduction is limited to no less than twenty feet (20') and minimum twenty-foot (20') townhome widths are supported in the Downtown.
 - Adjacent properties to the west and north were previously granted variances to reduce and eliminate the 50' undisturbed buffer. Conditions of zoning related to 321 Vaughan state that the HOA documents contain an acknowledgement that the owners of the adjacent commercial tracts may seek a variance to reduce undisturbed buffers.

- The applicant's proposed density is less than densities approved at nearby townhome developments. The submitted site plan depicts sixteen (16), three (3) story 'For-Sale' townhomes with access from a new driveway off North Main Street.
- A new private street and alleys provide access to the rear-loaded townhome units. The eight (8) townhome units fronting North Main Street are twenty-foot (20') wide and the rear units are 25' wide. The site plan depicts a fifteen-foot (15') setback along North Main Street. However, the townhomes would meet a twenty-foot (20') setback and landscape strip since the UDC allows a stoop or porch to encroach into this area. Ten-foot (10') side setbacks and a twenty-foot (20') rear setback is depicted on the site plan.
- The site plan accommodates the North Main Street GDOT improvements, which includes ten-foot (10') sidewalks. Five-foot (5') sidewalks are depicted interior to the development and should connect to the public sidewalk. The applicant requests a variance to reduce or eliminate the required 50' undisturbed buffer to the east and west. If approved, minimum ten-foot (10') planted buffers are recommended along the west and east property lines.
- Each townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Nine (9) guest parking spaces are provided within the development near the mail kiosk.
- Tree save areas are depicted in the northwest and northeast corners of the property, which includes six (6) specimen trees and several trees of quality and tree groupings. In addition to being a tree save area, the rear portion of the property will be enhanced with supplemental plantings to create an amenity area for the townhome residents.
- A stormwater management facility is depicted at the rear of the development between the two (2) tree save areas.
- The applicant submitted renderings depicting three (3) story, rear-loaded townhomes in the Tudor Eclectic style and consisting primarily of brick and stone with board and batten and siding accents.
- Staff estimates that the proposed sixteen (16) townhome units would generate nine (9) AM Peak Hour trips and thirteen (13) PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 1 – 9 school age children. Numbers provided by Fulton County Schools show that all schools have an enrollment that is currently under capacity.
- 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 two (2) adjacent property owners reached out with concerns over trees, privacy and undisturbed buffer variance. The applicant met on-site with the owners of The Kalen Center who requested a masonry wall and extension of an existing wrought iron fence along the common property line in order to resolve their concerns.

- The Community Zoning Information Meeting was held on April 12, 2023. There were no public comments on the sign-in sheet. However, the applicant had a few questions about the affordability of the townhomes.
- Staff has reviewed the applicant's proposal against the established review criteria for a comprehensive land use plan amendment, rezoning and variance. The zoning proposal is consistent with the goals and policies of the Horizon 2040 Comprehensive Plan and vision of the Hwy 9/Georgia 400 Area LCI. Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses. In addition, commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses. There are exceptional conditions pertaining to the property due to being situated between non-residential and residential properties, as well as being located in the Hwy 9/Georgia 400 Area LCI. Buffer variances approved on adjacent properties required an acknowledgement from those properties that the subject property could seek a similar variance to reduce buffers with the adjacent properties being supportive of a similar, reasonable variance request. Also, the front setback reduction along North Main Street and lot width reduction is consistent with the vision for the area to evolve into a walkable environment similar to Downtown.
- Rob Hosack (309 N Rampart Street, Canton, GA 30114) came forward to speak on behalf of the application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-23-07/V-23-14 Davis Drive Tract/The Providence Group, subject to the following conditions:
1. The 2.28-acre property shall be zoned R-8A/D and developed substantially similar to site plan prepared by DMG Land Planning Consultants, dated 6/1/23, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. The comprehensive land use plan designation of the property shall be 'High Density Residential'.
 3. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A - Renderings, subject to final approval by Staff. Townhomes shall have 4-sided architecture, materials and details.
 4. Density shall not exceed 7.02 dwelling units per acre.
 5. Developer shall improve the North Main Street streetscape as follows: planter planted with street trees and/or shrubs (as approved by GDOT) and decorative pedestrian lighting, with final approval by Staff.
 6. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.

7. Minimum 5' sidewalks shall be providing along new private driveway and connecting to the public sidewalk. If Fulton County requires an unencumbered easement, sidewalk may be on one side of the street.
8. Minimum 20' building setback and landscape strip shall be provided along North Main Street and shall be planted with shade trees outside of utility easements and overhead utilities, as approved by Staff.
9. Townhome minimum lot widths shall be as depicted on the site plan prepared by DMG Land Planning Consultants, dated 6/1/23.
10. Minimum 10' landscape strips shall be provided along the new private driveway. If Fulton County requires an unencumbered easement, shrubs shall replace tree requirements on one side of the street.
11. Minimum 10' planted evergreen buffers shall be provided along the west and east property lines. Existing trees shall be saved in the buffer areas where not in conflict with site balancing and utility installation.
12. The HOA declarations and covenants shall include an acknowledgement that the owners of the surrounding commercial tracts abutting the subject property may seek a variance to reduce the width of the undisturbed buffer requirement as a result of the rezoning of the subject property from C-2 to R-8A/D. Property owners subject to the HOA declarations and covenants shall not object to any such reasonable variance request.
13. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
14. Developer shall save trees as depicted on Sheet T.1 prepared by TJ Schell, LLC, dated 3/29/2023.
15. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
16. HVAC and similar equipment shall not be visible from the public right-of-way.
17. Stormwater management area shall be screened from adjacent properties with a heavily planted evergreen buffer along the north, east and west sides to create an opaque screen, as approved by Staff.
18. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
19. Garbage pickup shall be from within the development.

20. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

21. Developer shall install fencing and landscape material along western property line (adjacent to the Kalen Center) as shown on Exhibit B.

- Council Member DeRito seconded the motion.

- The motion was approved (6-1; with Council Member Hipes in opposition).

B. PH-23-16 City of Alpharetta Capital Improvement Element (CIE)

Consideration of adoption of a resolution authorizing the transmittal of the Fiscal Year 2022 Capital Improvement Element and Annual Report.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.
- The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions.
- The City of Alpharetta is required to transmit its annual update of the CIE to the Atlanta Regional Commission for review prior to Council Adoption.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-16 City of Alpharetta Capital Improvement Element, as presented by Mr. Woodman.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

C. Text Amendments: Ethics Ordinance

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

- City Attorney, Molly Esswein, read the Ordinance aloud.
- City Attorney, Molly Esswein, came forward to present this item.
- The draft presented tonight is the final version of the Ethics Ordinance that was discussed by Mayor and Council at the last Work Session where it was discussed.

- The most recent changes include changing from a panel to a board of members, vote of the Council to appoint members to the board, removal of the time provisions related to election season ethics complaint filings.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

D. Public Hearing on the Fiscal Year 2024 Millage Rate Levy

An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Millage Rate Levy.

- Director of Finance, Tom Harris, came forward to present this item.

PUBLIC COMMENTS:

- There were no public comments.

7. NEW BUSINESS

A. Fiscal Year 2024 Millage Rate Ordinance

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the first reading of the Fiscal Year 2024 Millage Rate Ordinance.
 - Council Member Hipes seconded the motion.
 - The motion was approved (6-1 ; with Council Member Binder in opposition).

B. Fiscal Year 2024 Budget Amendment Ordinance

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the first reading of the Fiscal Year 2024 Budget Amendment Ordinance.
 - Council Member Hipes seconded the motion.
 - The motion was approved (6-1 ; with Council Member Binder in opposition).

C. Invitation to Bid 23-011: Sidewalk Repair and Replacement

Consideration of approval of the award of ITB 23-011 to Sol Construction LLC for Sidewalk Repair and Replacement in an amount not to exceed \$496,770.00 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The City maintains over 228 miles of concrete sidewalk. Concrete sidewalks are vulnerable to cracking, lifting, and crumbling due to weather changes, tree roots, vehicular traffic, and general wear and tear.
- Over 228 miles of sidewalk were evaluated, and over 90% of our sidewalk is in fair or good condition.
- The City has focused on providing safe access and ADA-compliant handicap accessibility for pedestrians to access parks, schools, businesses, etc. This project will focus on sidewalks and ADA ramps along Windward Parkway. The project will include demolition, haul off, disposal of debris, sodding, grassing, traffic loop detection replacement, new sidewalk panels and re-construction of non-compliant ADA ramps. Approximately 2,300 lf of sidewalk will be replaced and 92 handicap ramps will be re-constructed to meet current ADA standards with this project.
- The City prepared specifications and details for the sidewalk repairs and advertised competitive bids on May 25th, 2023. Bids for the project were received on June 22nd, 2023. The City received a total of four bids.
- The low bidder, Sol Construction, LLC is an experienced contractor and has worked on numerous projects with similar scopes of work in Georgia and for the City of Alpharetta.
- Once a contract with Sol Construction LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for the work is no more than 120 days from notice to proceed. Funding received from the American Recovery Act (ARA) will be utilized to complete this project.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of ITB 23-011 to Sol Construction LLC for Sidewalk Repair and Replacement in an amount not to

exceed \$496,770.00 and authorize the Mayor to execute all necessary documents.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (7-0).

D. Purchase Approval: Microsoft Enterprise Agreement for Software Services with Dell Marketing, LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$301,450.18 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- This agreement allows the City to deploy Windows Desktop and Server operating systems, Office 365 applications and systems, SQL Server licenses for database management, mobile device management, and other Microsoft applications and services. This agreement is essential to the operations of the City as it supports all major systems and departmental functions. This is the first year of an agreement that is renewed annually at a fixed cost for two more years.
- This Microsoft Enterprise Agreement is funded in the fiscal year 2024 budget. A single quote using Georgia statewide contract 99999-SPD-SPD0000060-0006 is provided.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$301,450.18 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - Council Member Mitchell withdrew the motion.
 - Council Member DeRito withdrew the second.
- ❖ Council Member DeRito offered a motion to defer this item to the August 28, 2023 City Council meeting.
 - Council Member Mitchell seconded the motion.
 - The motion was approved (6-1 ; with Council Member Binder in opposition).

E. Memorandum of Understanding: Alpharetta-Old Milton County Historical Society

Consideration of approval of a memorandum of understanding between the City of Alpharetta and the Alpharetta - Old Milton Historical Society providing for the use of the Mansell House, associated grounds, and the Log Cabin; defining liabilities and responsibilities, and for other purposes.

- Assistant City Administrator, James Drinkard, came forward to present this item.
- For many years, dating back to before 2000, the City of Alpharetta has allowed use of its Mansell House property by the Alpharetta - Old Milton County Historical Society (AOMCHS). The AOMCHS helps to keep the historic structure clean and also maintains and makes available to the public certain historic archives and materials.
- In 2017, the City acquired the Log Cabin that was built on the former Milton High School Campus in 1935 by students who were members of the school's Future Farmers of America chapter. For many years, AOMCHS has helped to maintain the log cabin and used it to host school field trips and presentations on topics related to local history. While most costs associated with the relocation and renovation of the Log Cabin were born by the City, the AOMCHS did aid in raising funds to offset some costs and committed to continuing the use of the facility.
- While these arrangements have been ongoing for many years, the relationships and responsibilities have never been memorialized in any written agreement, leaving responsibilities open to interpretation and misunderstanding.
- The proposed memorandum of understanding seeks to document the relationship between the City and the AOMCHS as it pertains to the use and maintenance of the Mansell House, its associated grounds, and the Log Cabin. As proposed, the agreement is for a term of 10 years but includes a clause providing for automatic cancelation and renewal annually, absent five days written notice, so as to comply with requirements of O.C.G.A. § 36-60-13.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve a Memorandum of Understanding between the City of Alpharetta and the Alpharetta - Old Milton Historical Society providing for the use of the Mansell House, associated grounds, and the Log Cabin; defining liabilities and responsibilities, and for other purposes.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- There were no reports.

10. EXECUTIVE SESSION (IF NEEDED)

- ❖ Council Member Will offered a motion to recess to executive session for litigation.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member Will offered a motion to reconvene the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

11. ADJOURNMENT

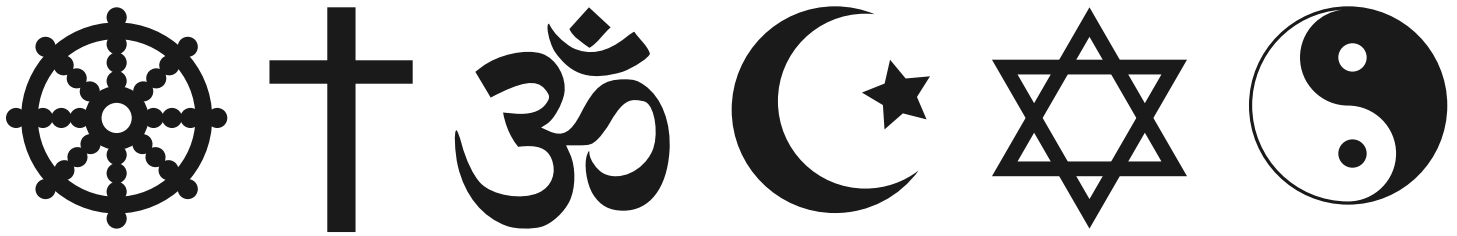
- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:43 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



THE ALPHARETTA CLERGY ASSOCIATION

August 15, 2023

In response to neighborhoods in the City of Alpharetta recently being targeted with anti-Semitic material, we join together as religious leaders in this community to condemn any and all forms of anti-Semitism—whether in thought, speech or action. We stand with the religious and civic leaders of this and nearby communities who have publicly spoken against the same.

As people of faith who come from many different traditions, we give thanks for, and celebrate, our Jewish neighbors and friends. We invite all residents and visitors in the City of Alpharetta to offer prayerful support, friendship, kindness, respectful dialogue and acts of solidarity in support of our Jewish neighbors. Let us work together to build communities of liberty, justice and civility for all.

Bryan Apinis

Associate Pastor, North Point Ministries

Father Juan Areiza

Pastor, St. Thomas Aquinas Catholic Church

Steve Browning

Lead Pastor, Alpharetta First Baptist Church

Ameera Joe

Associate Pastor, North Point Community Church

Umit Gunebir

Istanbul Cultural Center and the Atlantic Institute

Pastor Claudia Lopez

Centro Familiar Cristiano

Billy Lowe

Lead Pastor, City Church

Dr. Beverly Markham

Associate Pastor, Alpharetta Presbyterian Church

Father Reginald Simmons

Rector, St. Aidan's Episcopal Church

Andy Stanley

Senior Pastor, North Point Community Church

Dr. Oliver Wagner

Senior Pastor, Alpharetta Presbyterian Church

Keith Welton

Lead Pastor, Radiant Church

Dr. Gregory S. Williams

Senior Pastor, St. James United Methodist Church

Rev. Dr. Deanna Ferree Womack

Alpharetta Presbyterian Church
and Candler School of Theology



STAFF REPORT

Department: Administration
Submitted By:
Meeting Date: August 28, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage applications:

1. PH-23-AB-19 Jalomane, LLC d/b/a Gourmania 124 Devore Road, Alpharetta, GA 30009

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Jalomane, LLC

Registered Agent: Vania Mane

2. PH-23-AB-20 Paramount Hospitality Group, LLC d/b/a South Main Kitchen 9 South Main Street, Alpharetta, GA 30009

Change in Business Ownership

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Paramount Hospitality Group, LLC

Registered Agent: Franklin James Lalljee

3. PH-23-AB-21 Golden Universe Corporation d/b/a Simon's Chinese Thai and Sushi 3975 Old Milton Parkway, Suite 1, Alpharetta, GA 30005

Eating Establishment

Consumption on Premises

Beer, Wine & Sunday Sales

Owner: Golden Universe Corporation

Registered Agent: Michael Boakye-Danquah

STAFF RECOMMENDATION:

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

1. PH-23-AB-19 Jalomane, LLC d/b/a Gourmania 124 Devore Road, Alpharetta, GA 30009

2. PH-23-AB-20 Paramount Hospitality Group, LLC d/b/a South Main Kitchen 9 South Main Street, Alpharetta, GA 30009

3. PH-23-AB-21 Golden Universe Corporation d/b/a Simon's Chinese Thai and Sushi 3975 Old Milton Parkway, Suite 1, 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 Monday, August 21, 2023. There were no public comments during the hearings. At the conclusion of the hearings, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:

Do not approve the above-referenced alcoholic beverage license applications.

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 8-21-2023



ALCOHOL LICENSE PUBLIC HEARING AUGUST 21, 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: 825 1205 6736

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
- Vania Mane, Owner of Gourmania
- Marcus Bifaro, Owner of South Main Kitchen
- Xiao Jun Li, Owner of Simon's Chinese Thai and Sushi

IV. PUBLIC HEARING

A. PH-23-AB-19 Jalomane, LLC
d/b/a Gourmaina
124 Devore Road
Alpharetta, GA 30009

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

Owner: Jalomane, LLC
Registered Agent: Vania Mane

- Ms. Vania Mane, owner of Gourmania and residing 7420 Faith Street, Fairburn, GA 30213, was on the call.
- Ms. Mane described the restaurant as Mediterranean and American fusion restaurant serving a variety of food items. There was a change of ownership in May 2022.

- Ms. Mane stated customers previously ordered at the counter and food was brought to the table, but now it will be table service.
- Ms. Mane stated there is 1 bartender and 3 servers working at the location. Ms. Shapiro reminded Ms. Mane they will all need a pouring permit.
- Ms. Mane stated alcohol server training is done in house.
- 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 28, 2023, at 6:30 pm in case Mayor or Council have any questions.

B. PH-23-AB-20 Paramount Hospitality Group, LLC
d/b/a South Main Kitchen
9 South Main Street
Alpharetta, GA 30009

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

Owner: Paramount Hospitality Group, LLC
Registered Agent: Franklin James Lalljee

- Mr. Marcus Bifaro, owner of South Main Kitchen and residing at 408 Wilshire Lane, Canton, GA 30115, was on the call.
- Mr. Bifaro confirmed this is a change of ownership and he is the new owner. The change in ownership occurred on July 18, 2023.
- Mr. Bifaro stated he was the manager of the restaurant when it first opened and that he understands the City of Alpharetta's alcohol ordinances.
- Mr. Bifaro stated all employees are staying on board with the new ownership.
- 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 28, 2023, at 6:30 pm in case Mayor or Council have any questions.

C. PH-23-AB-21 Golden Universe Corporation
d/b/a Simon's Chinese Thai and Sushi
3975 Old Milton Parkway, Suite 1
Alpharetta, GA 30005

Eating Establishment
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Golden Universe Corporation
Registered Agent: Michael Boakye-Danquab

- Mr. Xiao Jun Li "Johnny", owner of Simon's Chinese Thai and Sushi and residing at 267 Sunberry Court, Alpharetta, GA 30005, was on the call.
- Ms. Shapiro confirmed that Simon's has been in business for awhile in Alpharetta and they are just wanting to add alcoholic beverages to their menu.
- Ms. Shapiro confirmed with Mr. Li that he is familiar with the City of Alpharetta's alcohol ordinances. There is a comprehensive in-house training program for employees serving alcohol.
- Mr. Li stated there are 3 servers and 1 bartender at this location. Ms. Shapiro reminded him the employees taking orders and serving alcohol will need a pouring permit.
- 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 28, 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 2:18 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



STAFF REPORT

Department: Community Development
Submitted By: Michael Woodman
Meeting Date: August 28, 2023

AGENDA ITEM: CLUP-23-03/Z-23-10 VALOR CHRISTIAN ACADEMY/4665 WEBB BRIDGE ROAD

The applicant, Valor Christian Academy, is requesting a comprehensive land use plan amendment and rezoning to allow an 'Academic School' in an existing building previously used as a day care center. Valor Christian Academy is expanding their campus to include the subject property for a pre-K through 1st grade school. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Public, Institutional, Education' and a rezoning is requested from AG (Agriculture) to SU (Special Use). The subject property is located at 4665 Webb Bridge Road on the south side of Webb Bridge Road and just east of Webb Bridge Way.

This item was considered by the Planning Commission at the August 3, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and removing condition #5 at the request of the applicant. The removal of the condition requiring a double row of shrubs to screen the parking lot from the street was supported by the City's Public Safety Director in order to address safety concerns to have a clear line of sight of the school. Vote 7-0

PLANNING COMMISSION RECOMMENDATION:

Approve CLUP-23-03/Z-23-10 VALOR CHRISTIAN ACADEMY/4665 WEBB BRIDGE ROAD, subject to the following conditions:

1. The 2.83-acre property shall be zoned SU and limited to an 'Academic School' serving pre-K through 1st grade. Site shall be developed substantially similar to the submitted survey prepared by Total Site Solutions, dated 3/16/23, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. The comprehensive land use plan designation of the property shall be 'Public, Institutional, Education'.
3. Outdoor play areas shall be limited to the side and rear yards and shall be heavily screened from the public right-of-way.
4. Developer shall assess site landscaping and replace missing, dead or dying landscape material, as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the re-use of an existing building for an 'Academic School'. Valor Christian Academy (F.K.A. Bridgeway Christian School) is expanding their campus, located to the south and east, to include the subject property for a pre-K through 1st grade school. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Public, Institutional, Education' and a rezoning is requested from AG (Agriculture) to SU (Special Use). The subject property is located at 4665 Webb Bridge Road on the south side of Webb Bridge Road and just east of Webb Bridge Way.

The property is developed with a one (1) story, 11,669 square foot building previously used as a day care center (Appletree-ABC Childcare). In 2007, the property was annexed into the City from unincorporated Fulton County. Surrounding properties are zoned CUP (Community Unit Plan) to the north, west and south and SU to the east. Parkside Manor is located to the north, Christ the Shepherd Lutheran Church is located to the west, and Valor Christian Academy is located to the south and east. The comprehensive land use plan designation of the property is 'Low Density Residential', which requires an amendment to allow the proposed use.

SITE PLAN

The site plan depicts the one (1) story, 11,669 square foot building and associated parking to remain. No additions or site modifications are proposed. The applicant will make interior improvements to the building, including the addition of a fire sprinkler system, modifications to the fire alarm system, modification of ADA bathrooms, and miscellaneous interior improvements. The existing structure is set back approximately 136' from Webb Bridge Road. A 42-space parking lot with dedicated pick-up/drop-off lane is positioned between the building and street. The property complies with the SU district regulations.

The Unified Development Code (UDC) requires one (1) parking space for each classroom and administrative office, plus five (5) visitor spaces. The submitted floor plan depicts eleven (11) classrooms and four (4) administrative offices. Therefore, a minimum twenty (20) parking spaces are required for the proposed use.

STANDARDS FOR COMPREHENSIVE LAND USE PLAN AMENDMENTS

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

Response: Not applicable. Surrounding properties to the west, south and east have a future land use plan designation of 'Public, Institutional, Education' and are developed with institutional and educational uses.

B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

Response: The applicant's proposal is consistent with the future land use designation and development of surrounding properties to the west, south and east.

C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

Response: The applicant's proposal would not result in a significant demand on public facilities and services. The applicant proposes to change the use of the property from a day care center to an academic school for pre-K through 1st grade.

D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Response: The proposed change in future land use designation is consistent with surrounding properties and would not negatively impact the public health, safety and welfare of residents in the area.

E. The extent to which additional land area is needed to be developed for a specific type of use.

Response: Not applicable.

F. The extent to which area demographics or projections are not occurring as projected.

Response: Not applicable.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The zoning proposal is consistent with surrounding properties which are primarily developed with institutional uses, such as schools and churches. The north side of Webb Bridge Road is developed with single-family homes and Webb Bridge Park.

- b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which have also been developed with similar institutional uses.

- c. Whether the zoning proposal will adversely affect the natural environment.

Response: The applicant's proposal should not adversely affect the natural environment. No additions or changes to the site are proposed.

- d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The subject property is zoned AG, which does not permit the previous use of the property as a day care center. Surrounding properties are primarily developed with similar institutional uses, such as schools and churches.

- e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The applicant proposes to change the use of the property from a day care center to an academic school for pre-K through 1st grade.

- f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The zoning proposal represents an expansion of an existing private school. The previous use of the property as a day care center was a legal non-confirming use based on the zoning of the property.

- g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The zoning proposal reflects a reasonable balance. The applicant proposes to change the use of the property from a day care center to an academic school for pre-K through 1st grade.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The subject property is zoned AG, which does not permit the previous use of the property as a day care center. Surrounding properties are primarily developed with similar institutional uses, such as schools and churches.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Low Density Residential', of which an amendment is required to allow the proposed zoning.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a comprehensive land use plan amendment and rezoning. The future land use change and rezoning are consistent with the surrounding development pattern, with properties primarily developed with similar institutional uses. If approved, conditions are recommended requiring landscape improvements and screening of outdoor play areas.

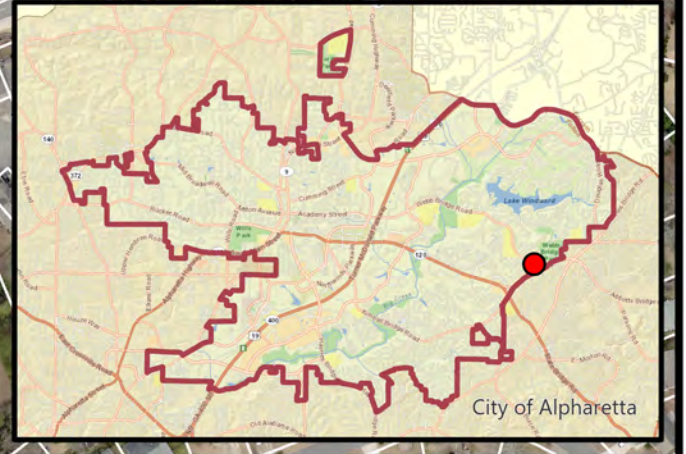
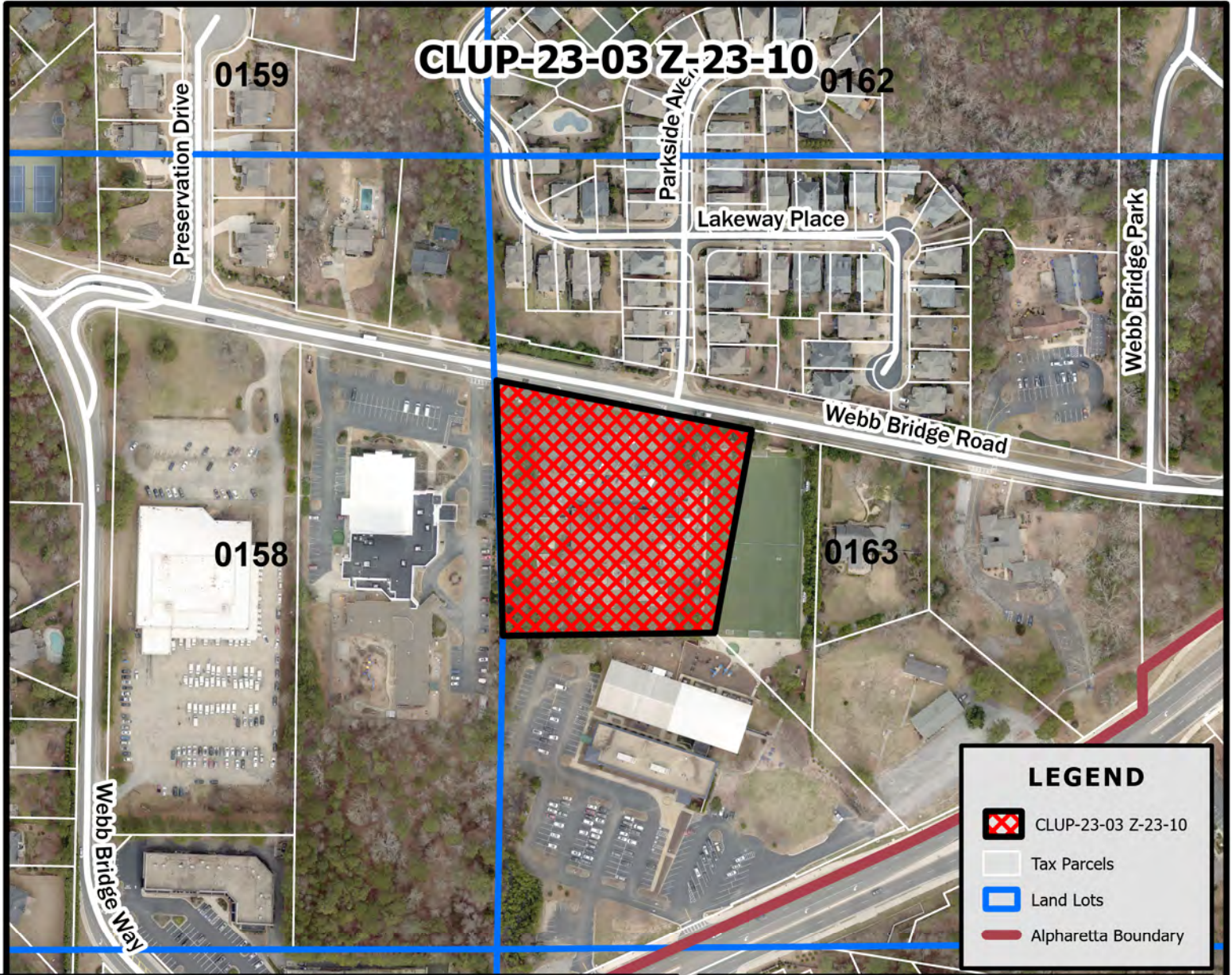
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that Radiant Church and an adjacent property owner provided letters of support. No other public comments were received.

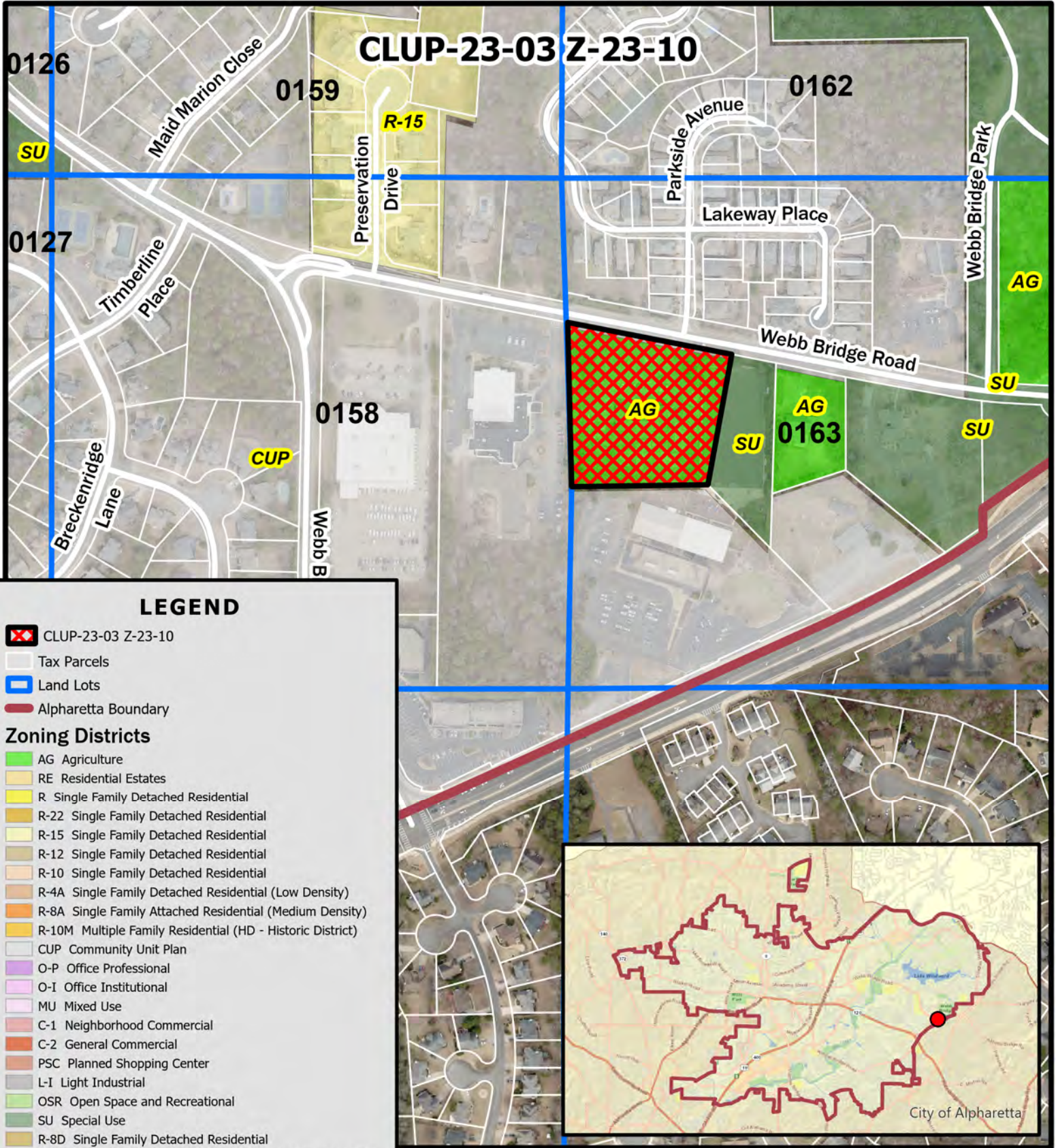
COMMUNITY ZONING INFORMATION MEETING

CZIM was held on July 12, 2023. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • CZIM Sign In Sheet • Citizen Part B • Public Comment • Application



CLUP-23-03 Z-23-10
D/LL: 1/1/0163
PC: 8/03/23
CC: 8/28/23



LEGEND

CLUP-23-03 Z-23-10

Tax Parcels

Land Lots

Alpharetta Boundary

Zoning Districts

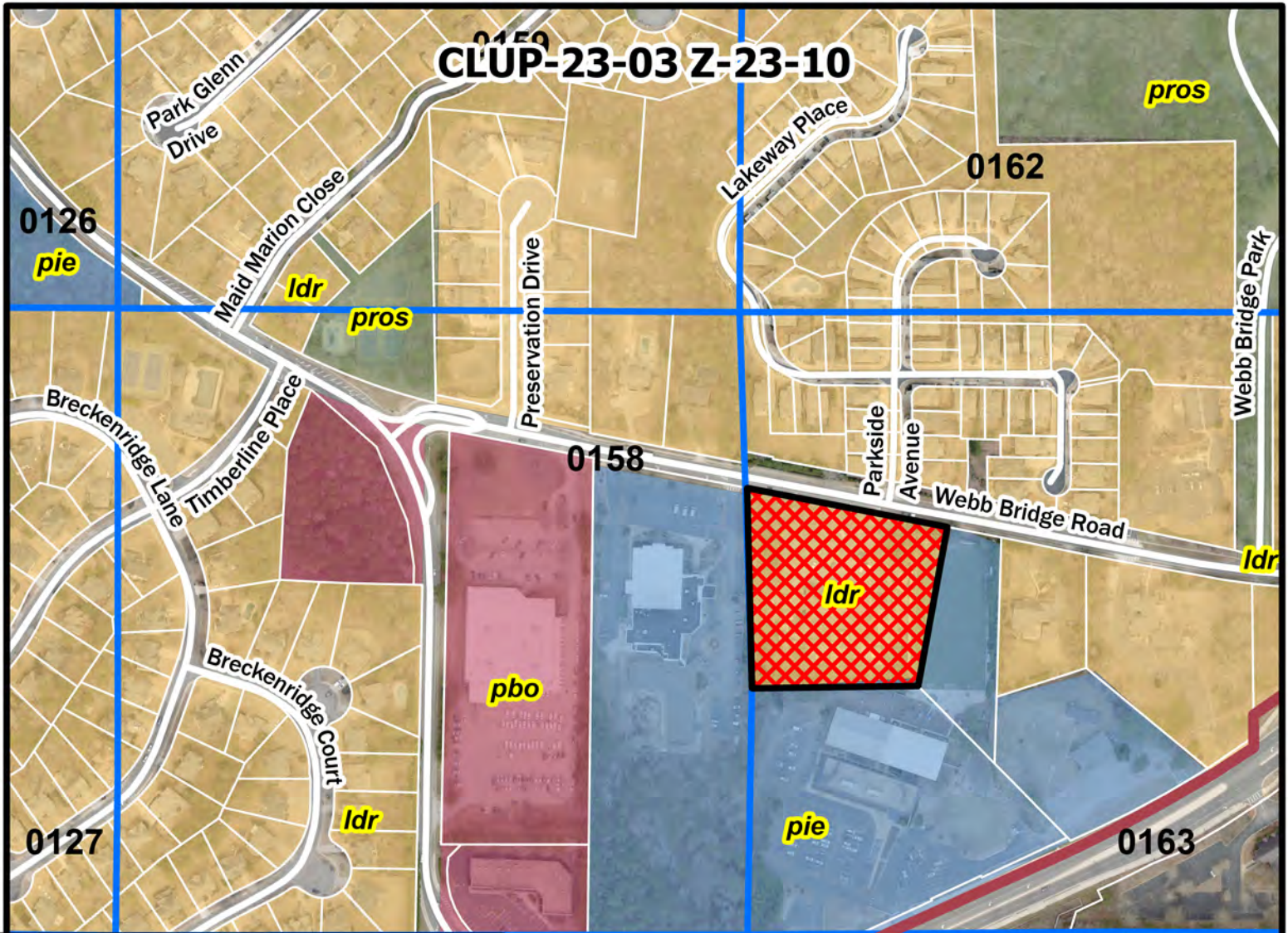
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)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

CLUP-23-03 Z-23-10

D/LL: 1/1/0163

PC: 8/03/23

CC: 8/28/23



LEGEND

CLUP-23-03 Z-23-10

Tax Parcels

Land Lots

Alpharetta Boundary

2040 Future Land Use

Business, Manufacturing, Warehousing, Light Industrial

Central Business District

Commercial

Corporate Office

Downtown Residential Density

High Density Residential

Low Density Residential

Medium Density Residential

Mixed Use

Mixed Use Live Work

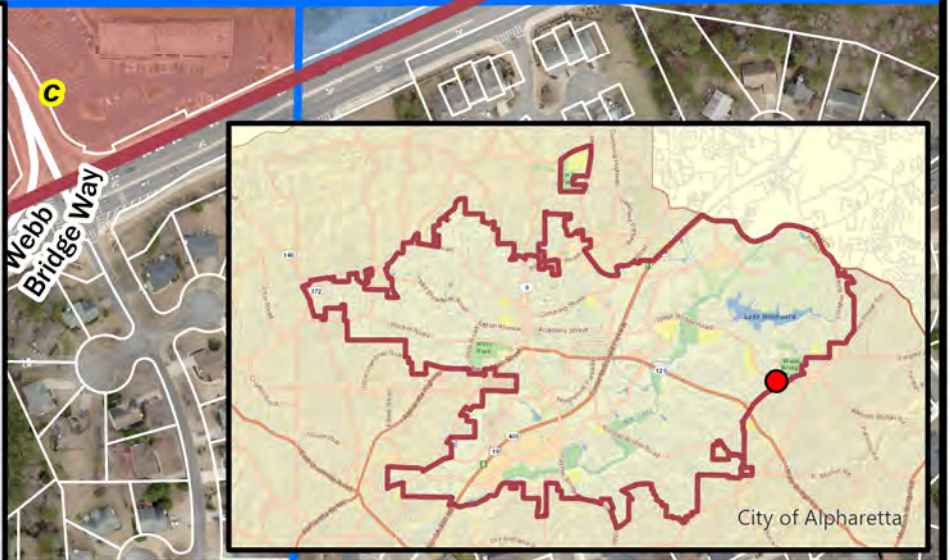
Parks, Recreation, Open Space

Professional Business Office

Public, Institutional, Education

Residential Estate

Very Low Density Residential

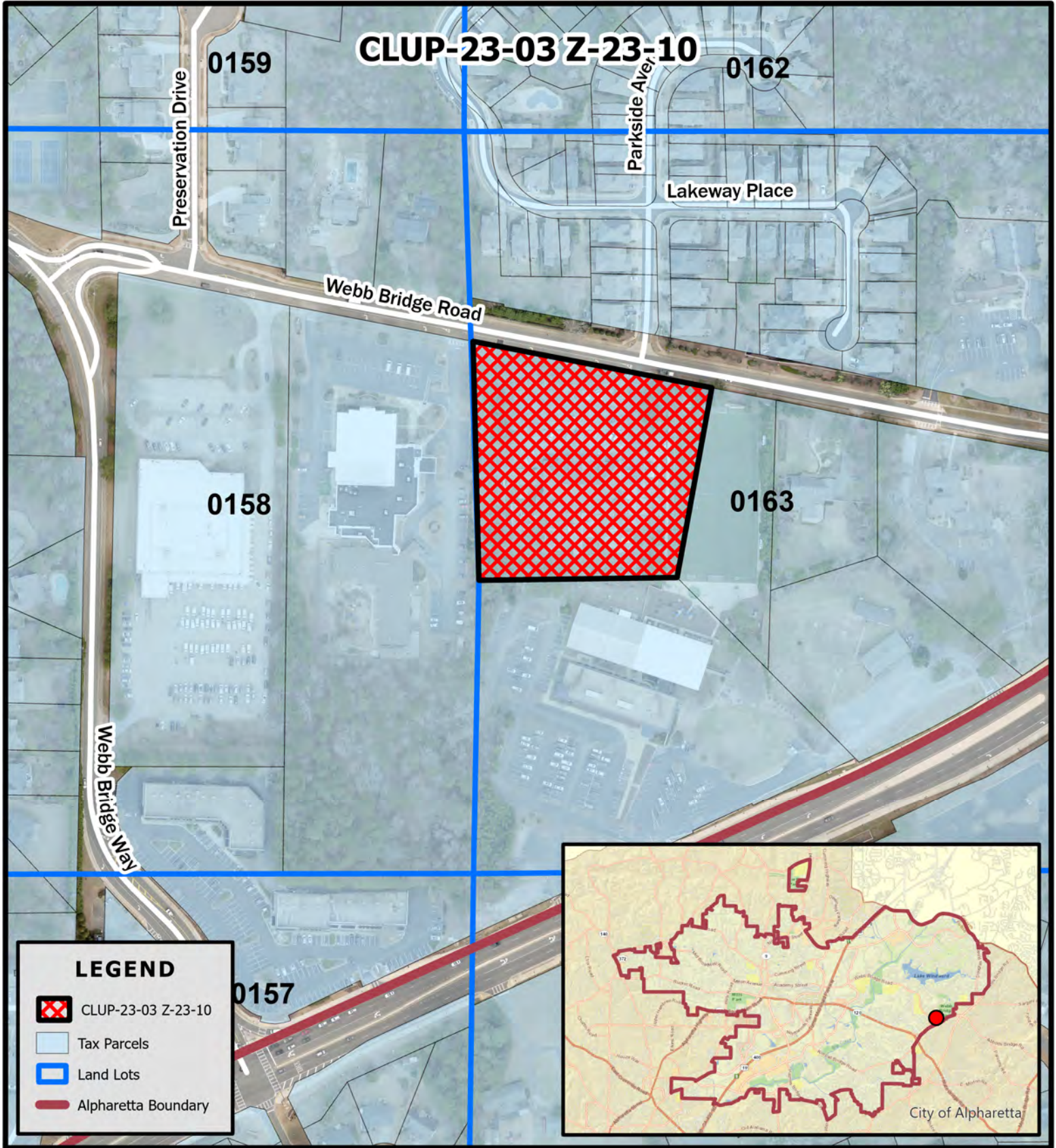


CLUP-23-03 Z-23-10

D/LL: 1/1/0163

PC: 8/03/23

CC: 8/28/23



CLUP-23-03 Z-23-10

LEGEND

-  CLUP-23-03 Z-23-10
-  Tax Parcels
-  Land Lots
-  Alpharetta Boundary

CLUP-23-03 Z-23-10

D/LL: 1/1/0163

PC: 8/03/23

CC: 8/28/23



Location Map
Valor Christian Academy
4665 Webb Bridge Road

Location Map Provided by:
Community Development - GIS
Page 54 of 446

Community Zoning Information Meeting (CZIM)
Please sign-in and leave your comments and/or concerns.

July 12, 2023 

CLUP-23-03 / Z-23-10 / Valor Christian Academy

NAME	ADDRESS	COMMENTS
	No Comments	

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: CLUP-23-03 / Z-23-10 / CU-23-04 Valor Christian Academy

Contact Name: Jennifer Gastley Telephone: 770-751-1972

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

Valor Christian Academy contacted all persons and property owners within 500 fee of the property via a letter mailed through the USPS. The letter included information regarding the zoning request and contact information for questions or concerns regarding the proposal. Radiant Church wrote a letter of support and Dolleen Greg, a homeowner, wrote a letter of support. (See Attached). VCA received no concerns.

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

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

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

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

Signature of Authorized Agent: _____

Jennifer Gastley

Date: 7/12/2023

Print Form



June 19, 2023

Valor Christian Academy
4755 Kimball Bridge Road
Alpharetta, GA 30005

RE: Valor Christian Academy CLUP-23-03 / Z-23-10

Dear Property Owner:

Please allow this letter to serve as public notice for a comprehensive land use plan amendment and rezoning request at 4665 Webb Bridge Rd, Alpharetta, GA 30005 to allow an Academic School. Currently, the property is zoned Agricultural. Valor Christian Academy aims to utilize the current building for preschool-1st grade students.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday, July 12, 2023 at 6:00 PM in the Council Chambers in Alpharetta City Hall located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Monday, August 3, 2023 at 6:30 PM and City Council on Monday, August 28, 2023 at 6:30 PM. The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at jgastley@valorlions.org.

Sincerely,

Jennifer Gastley
Head of School
Valor Christian Academy



4775 Kimball Bridge Rd
Alpharetta, GA 30005

To the Community Zoning Information Meeting,

I wanted to write a letter of support for Valor Christian Academy's request to rezone the property at 4665 Webb Bridge Rd, Alpharetta GA 30005 from agriculture to education. I believe their request to use this property for educational purposes is fully in line with what has been done there in the past and also makes good sense for the property itself.

Valor has been a great benefit to our community over the years in providing solid education, keeping up the premises, serving the larger community, and being a great neighbor. As both a nearby resident and business owner I fully support their request and hope the city will too.

If you have any questions or if I can be of further assistance please let me know.

Sincerely,

Keith Welton
Lead Pastor
Radiant Church

4755 Webb Bridge Road
Alpharetta GA 30005
July 6, 2023

Mrs. Jennifer Gastley
Valor Christian Academy
4755 Kimball Bridge Rd.
Alpharetta, GA 30005

Dear Jennifer,

I'm delighted to hear that Valor purchased Appletree Day School on Webb Bridge Road, which is west of me on Webb Bridge. The soccer field sits between my property and the day school. My children went to daycare in that building in the early 90s. I have fond memories of attending functions at the school.

As a long-time resident on Webb Bridge Road, I appreciate your response about my two concerns, one being no driveway between Kimball Bridge and Webb Bridge Roads, which is not part of your plan, and no electronic signage. Those were my only concerns. I look forward to our continued good neighbor relationship over the years to come.

Wishing Valor the best of luck in opening the new building! If you have an open house, I'd love to be invited.

Sincerely,



Doleen Gregg
4755 Webb Bridge Road
Alpharetta GA 30005
770-380-0419

From: [Borden, Brian](#)
To: [Bill Drmacich](#)
Cc: [Jackson, Tracy](#); [Woodman, Michael](#)
Subject: RE: Valor Christian Academy
Date: Thursday, June 29, 2023 1:13:13 PM

Bill,

They are intending to re-use the existing building. The building, as you know, was used for over a decade as a daycare facility. The Valor School intends to move their Pre-K through 2nd or 3rd grade to that building. I may be incorrect on those upper grades, but I believe it was 2nd/3rd grade. I know it was younger kids. They have not presented any intent on changing the footprint of the building, adding a new building or tearing down to rebuild.

Here's a link to the public hearing information here:

<https://www.alpharetta.ga.us/government/departments/community-development/public-hearings/details/clup-23-03-z-23-10-cu-23-04-valor-christian-academy>. There is a meeting scheduled Wed. July 12th for 6pm at City Hall if you would like an opportunity to speak with them directly about their intent. The July 12th meeting is the Community Zoning Information Meeting and gives you a chance to interact with them prior to it going to Planning Commission and City Council. So, it is a good chance to get any of your concerns addressed or questions answered.

Feel free to reach out with any further questions.

Take care,
Brian

Brian Borden
Zoning Administrator
Community Development, City of Alpharetta
2 Park Plaza, Alpharetta, Georgia 30009
Office: 678-297-6076

-----Original Message-----

From: Bill Drmacich <drmacich@gmail.com>
Sent: Thursday, June 29, 2023 12:56 PM
To: Borden, Brian <bborden@alpharetta.ga.us>
Subject: Valor Christian Academy

Hello, Brian. I live in Parkside Manor - across from this proposed development at 4665 Webb Bridge Road. How can I get more information on the plans for this proposal? I can't tell from the letter I received if they are building something new or just changing the use of the existing building.

Thank you -

Bill Drmacich

404.852.4301

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PHA 230019
PH #:

☐ Property Taxes & Code Violations Verified

☒ Fee Paid Initial: JC

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Jennifer Gastley

Telephone: 678-942-1126

Address: 4755 Kimball Bridge Road

Suite: _____

City Alpharetta

State: GA

Zip: 30005

Fax: _____

Mobile Tel: 913-378-7900

Email: jgastley@valorlions.org

Subject Property Information:

Address: 4665 Webb Bridge Road

Current Zoning: AG

District: 1st

Section: 1st

Land Lot: 163

Parcel ID: 11 -0450-0163-063-3

Proposed Zoning: o-p

Current Use: Day Care and Preschool

This Application For (Check All That Apply):

☒ Conditional Use

☐ Master Plan Amendment

☒ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

The existing building will remain and be used as a school, for PreK3, PreK4, Kindergarten and First Grade Students. The existing 11,699 square foot building will remain, no additions will be made. The school will accommodate approximately 100 students and 12 staff members. *HOURS OF OPERATION ARE 7:00 AM TO 6:00 PM MONDAY THROUGH FRIDAY.*

Applicant's Request (Please itemize the proposal):

The property currently has a building on the site that is used as a pre-school and day care facility, and is zoned AG. Applicant is requesting a zoning change to O-P to allow an academic use on the property. *WE ARE REQUESTING A CONDITIONAL USE PERMIT FOR AN ACADEMIC SCHOOL. WE ARE REQUESTING A CHANGE TO THE FUTURE LAND USE TO PUBLIC, INSTITUTIONAL, EDUCATION.*

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

The intent is to keep the existing 11,699 square foot building, 41 parking stalls including 2 ADA stalls, and site as existing to remain. The building will be brought up to code with the addition of a sprinkler system, new fire alarm system and new ADA restrooms. After the interior renovations, the intent is to use the building in a similar manner that it is currently used for. The property is zoned AG and has an existing day care and pre-school being operated on the property. The school will accommodate approximately 100 students and 15 staff members.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bridgeway Foundation for Education Telephone: 678-395-6772
Address: 4755 Kimball Bridge Road Suite: _____
City: Alpharetta State: GA Zip: 30005

Authorization:

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

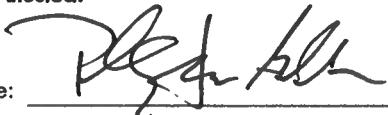
As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Jennifer Gastley Telephone: 913-378-7900
Address: 4755 Kimball Bridge Road Suite: _____
City: Alpharetta State: GA Zip: 30005

So Sworn and Attested:

Owner Signature:  Date: 6/7/23

Notary:

Notary Signature:  Cynthia A Meyer
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires 05/12/2026 Date: 6/7/23

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: N/A

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: \$0

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____



Date: 6/7/23

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The building is currently in use as an existing day care and Georgia PreK program. The proposed new use is similar. The applicant owns the property to the south and operates a school on that property. The applicant owns the property to the east and uses it as a soccer field and sports field. The property to the west is a church which also has a day care program. The intended use will have approximately 100 students and 12 staff members.

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

The property is intended to be used in the same manner that it currently is being used.

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

The property is already developed, has existing structures and uses that align with the intended use, no additions to the building are planned. The applicant does not understand how the existing facility was operating in the zoning that exists on the site, the current use has been the only use since prior to the land being annexed by the City. Current zoning, despite the existing use, does not allow academic use.

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

The population and traffic impacts would be similar to the existing use.

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

The impacts would be similar to the existing use, there would be no impact to local schools, the intended use is for a Private School, it would not increase load on existing public schools. Utilities impacts would be similar to the existing use of the site.

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

The FLM shows this property to be low density residential surrounded by public use and institutional. On the side of the street that this property is located rezoning this site to allow academic would make this site align more with the current and future land use. The site is not large enough for a neighborhood.

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

The existing site, is and has been operated as a day car and pre school since it was developed. This use aligns with the intended use by the applicant.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Valor North Rezoning

Contact Name: JENNIFER GASTLEY Telephone: 913.378.7900

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

See Attached Mailing List

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

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

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

BAREL KARIN
11685 PARKSIDE AVE
ALPHARETTA GA 30005

YUE YANG & PENG CHI
4746 LAKEWAY PL
ALPHARETTA GA 30005

OLIVER PARTNERS LLC
625 WEST FOUNDERS PARK
HOOVER AL 35226

CERVERIZZO PATRICIA D
4783 LAKEWAY PL
ALPHARETTA GA 30005

LEE KIHUN & JUNG JA
4774 LAKEWAY PL
ALPHARETTA GA 30005

UNITED STATES POSTAL SERVICE
7050 OWENSMOUTH AVE # 206
CANOGA PARK CA 91303

CITY OF ALPHARETTA
2 SOUTH MAIN ST SE STE 650
ALPHARETTA GA 30004

PARKSIDE MANOR HOMEOWNERS ASSN INC
500 SUGAR MILL RD BLDG/STE B/200
SANDY SPRINGS GA 30350

JANAS PAULA M
4590 WEBB BRIDGE RD
ALPHARETTA GA 30005

YALAMARTHY RAVI & ALUVALA SRAVANTHI
11653 PARKSIDE AVE
ALPHARETTA GA 30005

LEE JONG H & ANDREW JAESUNG KIM
4743 LAKEWAY PL
ALPHARETTA GA 30005

TIMMONS TIMOTHY D
4600 WEBB BRIDGE RD
ALPHARETTA GA 30005

MAHZARI MILAD & SHIRIN
4747 LAKEWAY PL
ALPHARETTA GA 30005

SUNSHINE TRUST THE
11636 PARKSIDE AVE
ALPHARETTA GA 30005

CHRIST THE SHEPHERD LUTHERAN CHURC
H INC
4655 WEBB BRIDGE RD
ALPHARETTA GA 30201

HAN KI Y
4754 LAKEWAY PL
ALPHARETTA GA 30005

HUGUES STEVEN C & KAREN M
4750 LAKEWAY PL
ALPHARETTA GA 30005

OLIVER PARTNERS LLC
4772 WEBB BRIDGE RD
ALPHARETTA GA 30005

MA LIXUAN & WANG JIONG
4778 LAKEWAY PL
ALPHARETTA GA 30005

KIM CHAN UNG & I SOON
4782 LAKEWAY PL
ALPHARETTA GA 30005

CHOWDHURY ENAMUL A & CHOWDHURY SUH
ELA G
11664 PARKSIDE AVE
ALPHARETTA GA 30005

MONDAL LOKESH & MONDAL MANISHA
11632 PARKSIDE AVE
ALPHARETTA GA 30005

PARKSIDE MANOR HOMEOWNERS ASSN INC
500 SUGAR MILL RD STE 200B
SANDY SPRINGS GA 30350

LEE SANG MIN & KIM SOOYEON
4714 LAKEWAY PL
ALPHARETTA GA 30005

REAVES DAVID W & REAVES REBECCA L
11644 PARKSIDE AVE
ALPHARETTA GA 30005

BRIDGEWAY FOUNDATION FOR EDUCATION
INC
4755 KIMBALL BRIDGE RD
ALPHARETTA GA 30005

DRMACICH WILLIAM J & MARY K
11660 PARKSIDE AVE
ALPHARETTA GA 30005

GILL DERICK & GILL SHANNON
4758 LAKEWAY PL
ALPHARETTA GA 30005

NEELAKANTAN RAHUL & PAWAR DEEPTI L
AKSHMIKANTHARAO
8005 PRESERVATION DR
ALPHARETTA GA 30005

GULATI SUJOY
4702 LAKEWAY PL
ALPHARETTA GA 30005

MILLS GREGORY L & LESA R
4726 LAKEWAY PL
ALPHARETTA GA 30005

NITASHA FNU & GUPTA BHARAT
11633 PARKSIDE AVE
ALPHARETTA GA 30005

DEUSKAR SUDARSHAN & DEUSKAR MADHAVI
11652 PARKSIDE AVE
ALPHARETTA GA 30005

ALMEIDA HENRY BERGER DE & EMILLENE
G
11656 PARKSIDE AVE
ALPHARETTA GA 30005

RUSSELL ROBERT T & RUSSELL LISA M
11657 PARKSIDE AVE
ALPHARETTA GA 30005

THURMAN HOWARD KEITH & THURMAN MAR
Y ANGELA
4718 LAKEWAY PL
ALPHARETTA GA 30005

MURPHY MICHAEL S & LORI E
11689 PARKSIDE AVE
ALPHARETTA GA 30005

PARKSIDE MANOR HOMEOWNERS ASSN INC
500 SUGAR MILL RD BLDG B
SANDY SPRINGS GA 30350

BARROSO JOSE & OLIVER MARTA I
11661 PARKSIDE AVE
ALPHARETTA GA 30005

CAPELLAN JOAN & REINOSO JENNIFFER
TORRES
11668 PARKSIDE AVE
ALPHARETTA GA 30005

GREGG LINDA DOLEEN
4755 WEBB BRIDGE RD
ALPHARETTA GA 30005

PARKSIDE MANOR HOMEOWNERS ASSN INC
500 SUGAR MILL RD BLDG/STE B/200
SANDY SPRINGS GA 30350

PARKSIDE MANOR HOMEOWNERS ASSN INC
500 SUGAR MILL RD BLDG B
SANDY SPRINGS GA 30350

BRIDGEWAY FOUNDATION FOR EDUCATION
INC
4755 KIMBALL BRIDGE RD
ALPHARETTA GA 30005-4502

SHI LIANG & WU HONG
11637 PARKSIDE AVE
ALPHARETTA GA 30005

ENGLISH DAVID A & ENGLISH SUSAN M
4706 LAKEWAY PL
ALPHARETTA GA 30005

CRONIN LES JOSEPH & CRONIN MARGARET
8015 PRESERVATION DR
ALPHARETTA GA 30005

GARCIA VILLA PABLO & MARIA R
4786 LAKEWAY PL
ALPHARETTA GA 30005

PARKSIDE MANOR HOMEOWNERS ASSOCIAT
ION INC
1465 NORTHSIDE DR NW STE 128
ATLANTA GA 30318

BRIDGEWAY BAPTIST CHURCH INC
4755 KIMBALL BRIDGE RD
ALPHARETTA GA 30005-4502

POLAKAM VENKATA
4770 LAKEWAY PL
ALPHARETTA GA 30005

ARUMUGAM KAMALRAJ & THANGAVEL USHA
11673 PARKSIDE AVE
ALPHARETTA GA 30005

AGINCOURT PROPERTIES LLC
P.O. BOX 920
LAKE OSWEGO OR 97034

STANFORD ROBERT N
4762 LAKEWAY PL
ALPHARETTA GA 30005

SONG RICHARD C
4751 LAKEWAY PL
ALPHARETTA GA 30005-2418

PARKSIDE MANOR HOMEOWNERS ASSOCIAT
ION INC
1465 NORTHSIDE DR NW STE 128
ATLANTA GA 30318

LYNAM BRIAN A & LYNAM CORA
4742 LAKEWAY PL
ALPHARETTA GA 30005

OSBORNE MICHAEL M OSBORNE MARGARET
H.
4787 LAKEWAY PL
ALPHARETTA GA 30005

MOSINDI GLORY I & MOSINDI CHUKA MI
CHAE
11693 PARKSIDE AVE
ALPHARETTA GA 30005

SONG QIANG & YANG MIN
4723 LAKEWAY PL
ALPHARETTA GA 30005

BUSCH THOMAS & BUSCH ASHLEY U
4763 LAKEWAY PL
ALPHARETTA GA 30005

HO PING Y & LIM CHENG L
4719 LAKEWAY PL
ALPHARETTA GA 30005

LEGRAND HEATH W LEGRAND MELANIE L
4727 LAKEWAY PL
ALPHARETTA GA 30005

BURAS MICHAEL A & CHRISTINE F
11645 PARKSIDE AVE
ALPHARETTA GA 30005

THOMAS MICHAEL E & TAMMY K
11641 PARKSIDE AVE
ALPHARETTA GA 30005

SHVARTSMAN FELGIN TRUST THE
4779 LAKEWAY PL
ALPHARETTA GA 30022

NAMBIAR PRAKASH & NARAYANAN MEERA
KUNNIYUR
11640 PARKSIDE AVE
ALPHARETTA GA 30005

GREAT HORIZONS LLC
4665 WEBB BRIDGE RD
ALPHARETTA GA 30005

VALOR CHRISTIAN ACADEMY
LOWER SCHOOL BUILDING CONVERSION

4665 WEBB BRIDGE ROAD
ALPHARETTA, GEORGIA 30005

VALOR CHRISTIAN ACADEMY
4755 Kimball Bridge Road, Alpharetta, Georgia 30005

Ponder & Ponder, Architects

3000 Langford Road | Building 200 | Peachtree Corners, GA 30071 | Ph:770.449.8860 Fax: 770.449.8861

: PROJECT

: LOCATION

: DEVELOPER

: ARCHITECT

PROJECT DATA

PROJECT DATA: VALOR CHRISTIAN ACADEMY LOWER SCHOOL

NAME OF PROJECT: CONVERSION
ADDRESS: 4665 WEBB BRIDGE ROAD
ALPHARETTA, GA 30005

DEVELOPER: VALOR CHRISTIAN ACADEMY
4755 KIMBALL BRIDGE ROAD
ALPAHRETTA, GA 30005
PHONE: 770.751.1972

PROJECT TYPE: CONVERSION OF A DAY CARE FACILITY
INTO A SCHOOL BUILDING

OCCUPANCY GROUP: EDUCATION GROUP E

PROPOSED USE: PRE-K THROUGH FIRST GRADE SCHOOL BUILDING
OCCUPANCY LOAD: 401 SEE SHEET A-1.0

DESIGN CODES:

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2015 INTERNATIONAL ENERGY CONSERVATION CODE
2018 INTERNATIONAL FIRE CODE
2010 ADA CODE
2020 NATIONAL ELECTRIC CODE--2020/2021 GA STATE AMENDMENTS
2018 INTERNATIONAL FIRE CODE
2018 LIFE SAFETY CODE
2019 NFPA 13 CODE
NATIONAL FIRE ALARM & SIGNALING CODE

DESIGNER OF RECORD

DESIGNER	NAME	GA LICENSE #	TELEPHONE #
ARCHITECTURAL	ROBERT W. PONDER	6327	770.449.8860

BUILDING DATA:

CONSTRUCTION TYPE: CONVERTING TO BE SPRINKLERED
SEPARATION: 0 HOUR
ALLOWBLE HEIGHT: 60'
PROPOSED HEIGHT: EXISTIGN SINGLE STORY WITH PITCHED ROOF
ALLOWABLE AREA: 11,669 CONDITIONED SQ.FT
ALLOWBLE STORIES: 1 STORY
NUMBER OF STORIES: 1 STORY
MEZZANINE: NO
HIGH RISE: NO

FIRE RESISTANCE RATINGS

WALL TYPE	RATING	DETAIL #	UL DESIGN #
PARTY/FIREWALLS:	0 HOUR		
EXTERIOR BEARING WALLS:	0 HOUR		
EXTERIOR NON-BEARING WALLS:	0 HOUR		
INTERIOR BEARING WALLS:	0 HOUR		
INTERIOR NON-BEARING WALLS:	0 HOUR		
STEEL ROOF COLUMNS:	0 HOUR		
STEEL ROOF BEAMS:	0 HOUR		
ROOF ASSEMBLY:	0 HOUR		
COLUMNS:	0 HOUR		

LIFE SAFETY SYSTEM: (NFPA 92 | NFPA 101)

EMERGENCY LIGHTING AND EXIT SIGNS
PANIC HARDWARE
BUILDING WILL BE CONVERTED TO FULLY SPRINKLERED
AUTOMATIC FIRE ALARM SYSTEM IN COMPLIANCE WITH LIFE SAFETY CODE

EXIT REQUIREMENTS:

DEAD END LIMIT-MAXIMUM ALLOWED 20'-0"
TRAVEL DISTANCE TO EXIT-MAXIMUM ALLOWED = 150'-0"
NUMBER OF EXITS REQUIRED = 2
NUMBER OF EXITS PROVIDED = 8

SIGNS:

SIGNS ARE NOT APPROVED WITHIN THE SCOPE OF THIS PERMIT. A
SEPARATE SIGN LOCATION PERMIT IS REQUIRED FOR EACH SIGN

PROJECT SCOPE:

CONVERSION OF AN EXISTING DAY CARE FACILITY INTO A SCHOOL
BUILDING FOR PRE-K3, PRE-K4, KINDERGARTEN AND FIRST GRADE
STUDENTS.

ADDITION OF A FULLY AUTOMATIC SPRINKLER SYSTEM

MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM TO ACCOMMODATE
NEW DEVICES, FULLY ADDRESSABLE DEVICES AND MONITORING

MODIFICATION OF THE EXISTING ADA BATHROOMS TO COMPLY WITH THE
2010 ADA CODE.

REPLACEMENT OF DOOR HANDLES AS NEEDED TO PROVIDE LEVER STYLE
HANDLES THROUGHOUT

COSMETIC WORK INCLUDING PAINTING AND NEW FLOORING IN THE EXISTING
ADA RESTROOMS

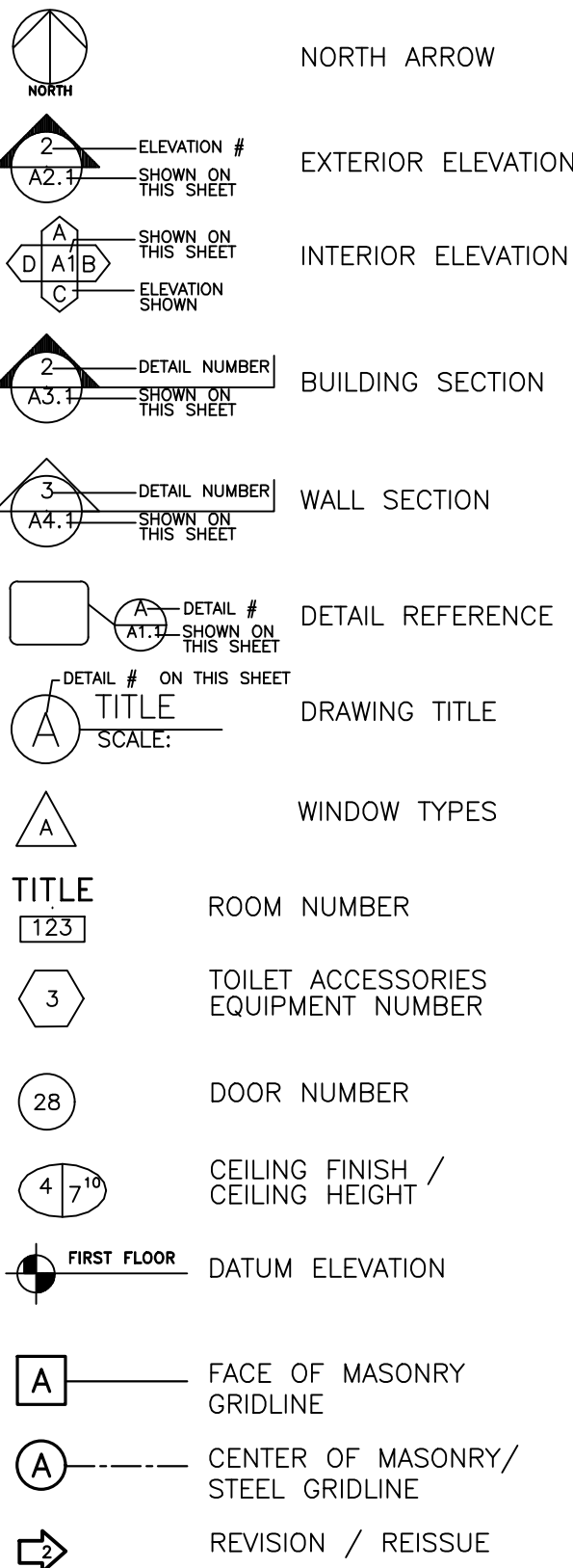
ENGINEERED SPRINKLER SYSTEM DRAWINGS MUST BE SUBMITTED TO THE
CITY OF ALPHARETTA AND THE FIRE MARSHAL FOR REVIEW.

ENGINEERED FIRE ALARM SYSTEM DRAWINGS MUST BE SUBMITTED TO THE
CITY OF ALPHARETTA AND THE FIRE MARSHAL FOR REVIEW.

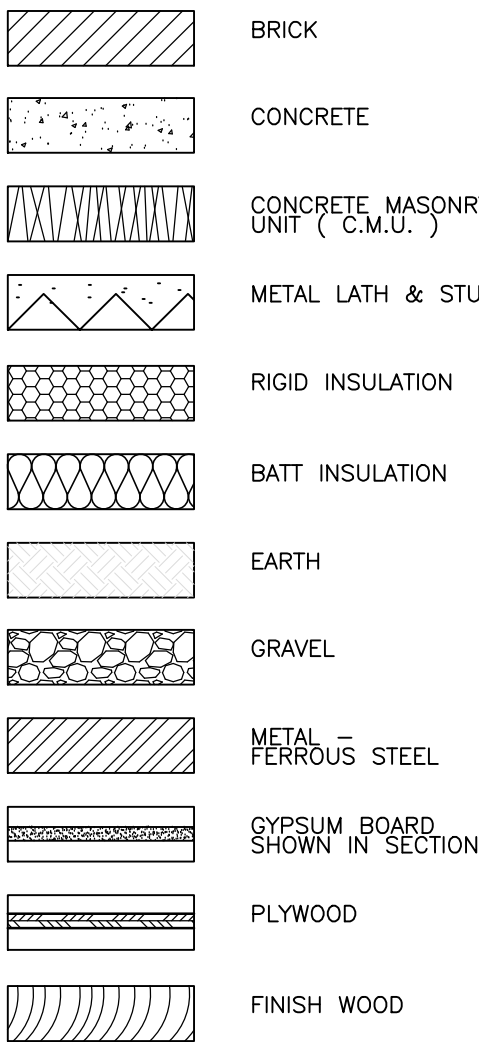
ABBREVIATIONS

@ AT
ε AND
A.B. ANCHOR BOLT
A.C. ACOUSTICAL TILE
A/C AIR CONDITIONING
ACOUST. ACOUSTICAL
ADJ. ADJUSTABLE
A.F.F. ABOVE FINISH FLOOR
AL. ALUMINUM*
ALUM. ALUMINUM
APPROX. APPROXIMATE
AUTO. AUTOMATIC
B.F. BARRIER FREE
BLK. BLOCK
BM. BEAM
BOT. BOTTOM
CA. CARPET
CAB. CABINET
C.J. CONSTRUCTION JOINT
CL. CENTERLINE
CLG. CEILING
CLR. CLEAR
C.M.U. CONCRETE MASONRY UNIT
C.O. CLEAN OUT
COL. COLUMN
CONC. CONCRETE
CONT. CONTINUOUS
C.T. CERAMIC TILE
C.T./C.I. CONTR. FURN./
C.F./O.I. CONTR. INSTALLED
CONTR. FURN./
OWNER INSTALLED
DBL. DOUBLE
DIAG. DRINKING FOUNTAIN
DIA. DIAMETER
DIM. DIMENSION
DISP. DISPENSER
DN. DOWN
DR. DOOR
DRK. DARK
D.S. DOWNSPOUT
DTL. DETAIL
DWG. DRAWING
EA. EACH
E.B. EXPANSION BOLT
E.F. EACH FACE
E.I.F.S. EXTERIOR INSULATION
FINISH SYSTEM
EXPANSION JOINT
E.J. ELEVATION
ELEV. ELEVATOR
EQ. EQUAL
EQUIP. EQUIPMENT
EXIST. EXISTING
EXP. EXPOSED
EXT. EXTERIOR
F.E. FIRE EXTINGUISHER
F.E.C. FIRE EXTING. CABINET
F.O.B. FACE OF BRICK
F.O.C. FACE OF CONCRETE
F.O.M. FACE OF MASONRY
F.D. FLOOR DRAIN
F.F. FINISH FLOOR
F.G. FINISH GRADE
FIN. FINISH
FLR. FLOOR
FR. FRAME
F.O.S. FACE OF STUD
FR. FIRE RESISTANT
FRTW FIRE RETARDENT TREATED WOOD
F.V. FIELD VERIFY
GA. GAUGE
G.I. GALVANIZED IRON
GL. GLASS
GpDw GYPSUM DRYWALL
H.B. HOSE BIBB
H.C. HOLLOW CORE
HD. HEAD
H.D. HUB DRAIN
HDWR. HARDWARE
H.M. HOLLOW METAL
HORIZ. HORIZONTAL
HT. HEIGHT
I.D. IDENTIFICATION
AND
INSUL. INSULATION
INT. INTERIOR
JAN. JANITOR
JT. JOINT
LAM. LAMINATED
LAV. LAVATORY
LT. LIGHT
MACH. MACHINE
MAINT. MAINTENANCE
MAX. MAXIMUM
MECH. MECHANICAL
MIN. MINIMUM
MISC. MISCELLANEOUS
M.R. MOISTURE RESISTANT
M.T. METAL THRESHOLD
MTD. MOUNTED
MTL. METAL
N.C. NON COMBUSTIBLE
N.I.C. NOT IN CONTRACT
N.T.S. NOT TO SCALE
O.C. ON CENTER
O.F. OUTSIDE FACE
O.F./C.I. OWNER FURNISHED/
CONTRACTOR INSTALLED
O.F./O.I. OWNER FURNISHED/
OWNER INSTALLED
PA. PAINT*
PF. PREFINISHED
P.L. PLASTIC LAMINATE
PLT. PLATE
PREH. PREHUNG
P.T. PRESSURE TREATED
P.W. PLYWOOD
Q.T. QUARRY TILE
R. RISER
R.B. RESILIENT BASE
REF. REFERENCE
REFL. REFLECTED
RESIST. RESISTANT
R.D. ROOF DRAIN
R.M. ROOM
R.S. RELIEF SCUPPER
R/W. RIGHT OF WAY
S.B. SUPPORT BARS
S.C. SOLID CORE
SHT. SHEET
SIM. SIMILAR
SPEC. SPECIFICATION
SPKL. SPRINKLER
SPL. SPLASH
SQ. SQUARE
SS STAINLESS STEEL*
ST. STAIN
STL. STEEL
STOR. STORAGE
SUSP. SUSPENDED
SP. STANDPIPE
SW. SIDEWALK
TEL. TELEPHONE
TEXT. TEXTURE
THR. THRESHOLD
T.O.B. TOP OF BEARING
T.O.C. TOP OF CONCRETE
T.O.P. TOP OF PAVING
T.O.S. TOP OF SLAB
T.O.W. TOP OF WALL
T.P. TOILET PAPER
TR. TREAD
TYP. TYPICAL
U.N.O. UNLESS NOTED OTHERWISE
VERT. VERTICAL
V.C.T. VINYL COMPOSITION TILE
VEST. VESTIBULE
V.W.G. VINYL WALL COVERING
W. WIDTH
W/ WITH
W.C. WATER CLOSET
WC. WALLCOVERING*
WD. WOOD
W.H. WALL HYDRANT
W.R. WATER RESISTANT
W.W.F. WELDED WIRE FABRIC

REFERENCE SYMBOLS



MATERIALS

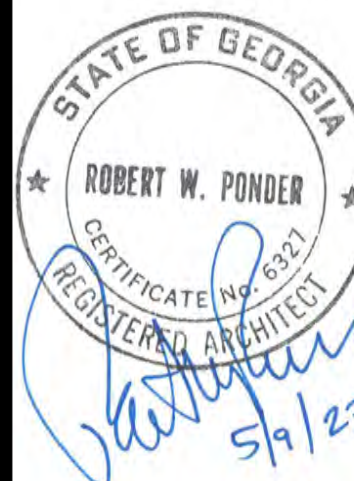


DRAWING INDEX

COVER-1 PROJECT COVER SHEET

ARCHITECTURE:

A-1.0 LIFE SAFETY PLAN
A-1.1 FLOOR PLAN
A-1.2 REFLECTED CEILING PLAN

[illegible]

Owner:

VALOR
CHRISTIAN
ACADEMY

4755 Kimball Bridge Rd
Alpharetta GA 30005

Project:
VALOR
CHRISTIAN
ACADEMY
LOWER SCHOOL
CONVERSION

4665 Webb Bridge Rd
Alpharetta, GA 30005

LIFE
SAFETY
PLAN

PERMIT DRAWINGS

job no.: 23012

date: 05.09.2017

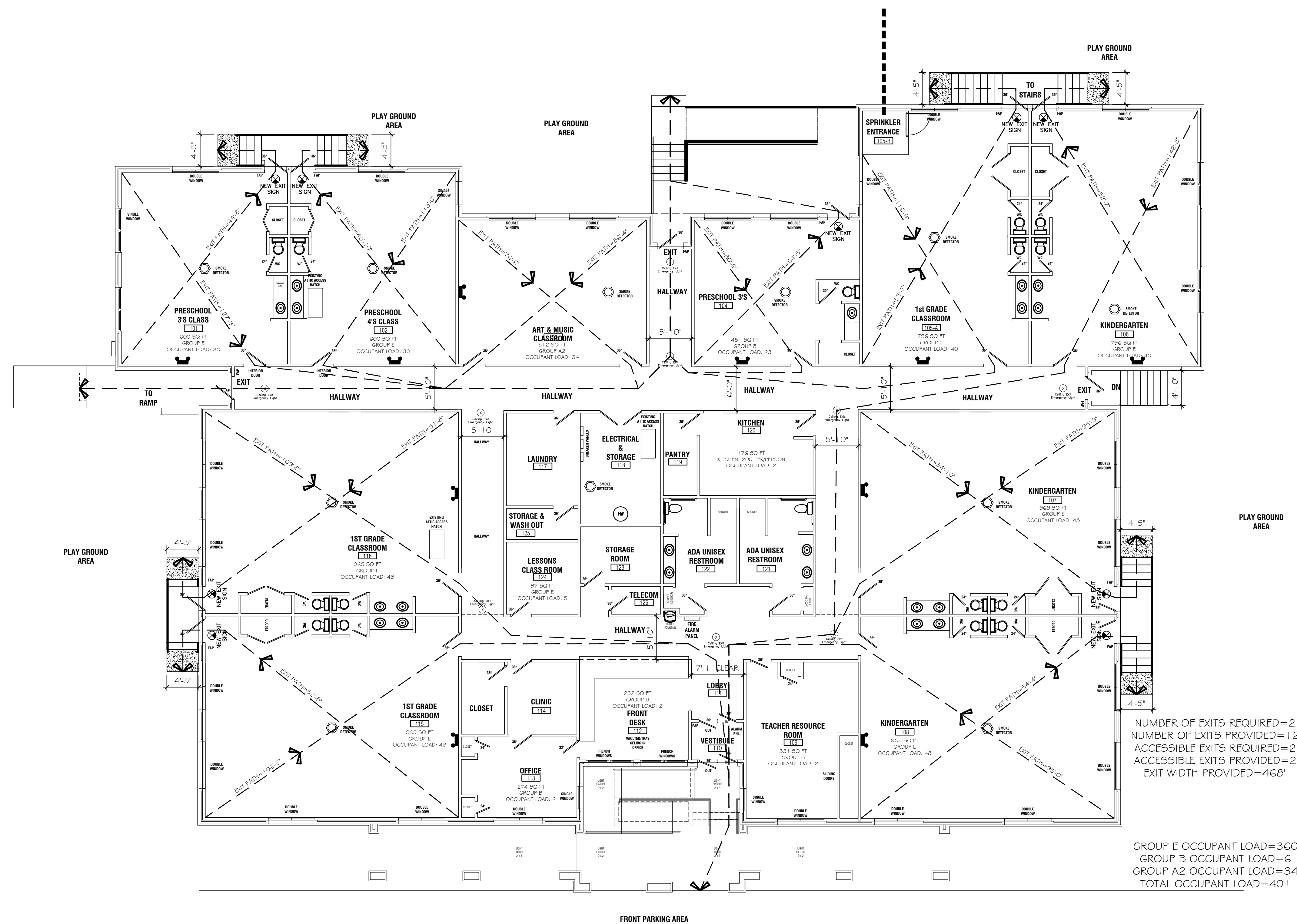
by: T.E.R.

app: R.W.P.

file name: A-1.0

sheet no.:

A-1.0



NUMBER OF EXITS REQUIRED=2
NUMBER OF EXITS PROVIDED=12
ACCESSIBLE EXITS REQUIRED=2
ACCESSIBLE EXITS PROVIDED=2
EXIT WIDTH PROVIDED=468"

GROUP E OCCUPANT LOAD=360
GROUP B OCCUPANT LOAD=6
GROUP A2 OCCUPANT LOAD=34
TOTAL OCCUPANT LOAD=401

1 LIFE SAFETY PLAN

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

JOB NORTH TRUE NORTH

[illegible]

VALOR
CHRISTIAN
ACADEMY

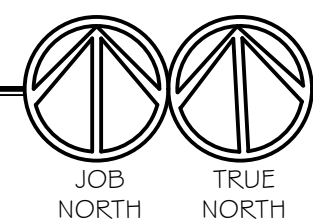
4755 Kimball Bridge Rd
Alpharetta GA 30005

4665 Webb Bridge Rd
Alpharetta, GA 30005

PERMIT DRAWINGS

job no.:	23012
date:	05.09.23
by:	T.E.R.
app:	R.W.P.
file name:	A-1.2
sheet no.:	

A-1.2



Real Estate Bill Details

Code Enforcement | Code Enforc

open-alpharetta.opendata.arcgis.com/datasets/code-enforcement/explore?location=34.063086%2C-84.273100%2C13.91&showTable=true

Travis Rhoads Phot...B&H PhotoSpeedtest.net - The...Artlist.io - Music Lic...DropboxAdobeCarter House Frami...Online bird guide,...Import

ALPHARETTA

Filters

Code Enforcement

Filters

Styling

Filter as map moves

Location

4665 Webb Bridge Road

No results

Select attribute filters (9)

Type Description

4 values

Number

124 values

Tag

80 values

Status Code

1 values

Assigned To

2 values

Initiated Date

2/7/2022 to 6/2/2023

Showing 50 of 124 rows

Type Description	Number
Code Enforcement-Complaints	CE220057
Code Enforcement-Trees	CE220065
Code Enforcement-Complaints	CE220084
Code Enforcement-Complaints	CE220097
Code Enforcement-Complaints	CE220100
Code Enforcement-Complaints	CE220136
Code Enforcement-Complaints	CE220145
Code Enforcement-Complaints	CE220159
Code Enforcement-Complaints	CE220185
Code Enforcement-Trees	CE220217
Code Enforcement-Complaints	CE220246
Code Enforcement-Trees	CE220254
Code Enforcement-Trees	CE220276
Code Enforcement-Complaints	CE220291
Code Enforcement-Business License	CE220293
Code Enforcement-Trees	CE220309
Code Enforcement-Trees	CE220313
Code Enforcement-Complaints	CE220355
Code Enforcement-Complaints	CE220361
Code Enforcement-Complaints	CE220414
Code Enforcement-Trees	CE220418
Code Enforcement-Complaints	CE220419
Code Enforcement-Complaints	CE220471
Code Enforcement-Complaints	CE220474
Code Enforcement-Complaints	CE220501
Code Enforcement-Complaints	CE220504

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Real Estate

View Bill

View bill image

As of	6/5/2023
Bill Year	2022
Bill	2204352
Owner	GREAT HORIZONS LLC
Parcel ID	11 -0450-0163-063-3

[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2022	\$3,617.21	\$3,617.21	\$0.00	\$0.00	\$0.00
Interest			\$18.81			\$0.00
TOTAL		\$3,617.21	\$3,617.21	\$0.00	\$0.00	\$0.00



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 28, 2023

AGENDA ITEM:

Public Hearing on the Fiscal Year 2024 Millage Rate Levy

An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Millage Rate Levy.

STAFF RECOMMENDATION:

The purpose of this hearing is to obtain public comment on the Recommended Fiscal Year 2024 Budget and Millage Levy. This is public hearing #3 of 3.

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:

Fiscal Year 2024 Budget Adoption Recap

The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).

City Council Budget Workshops were held on March 20th, May 1st, and May 15th.

Public Hearings on the budget were held on May 22nd and June 19th with final ordinance approval of the FY 2024 Budget occurring on June 19, 2023. The City's millage rate levy was set at the same as the prior year at 5.75 mills. The City's millage rate of 5.75 mills includes 4.87 mills for general government (i.e., operations and recurring capital investment) and 0.880 mills for debt service on voter approved bonds. The budget was adopted prior to the receipt of the digest from the County.

Fiscal Year 2024 Tax Digest Update

The Fiscal Year 2024 (Tax Year 2023) Preliminary Certified Tax Digest ("Digest") was provided to the City on June 28, 2023. The Net Taxable Digest grew by 10.4% compared to last year's growth of approximately 5.7%. This is primarily due to growth in the valuation of new construction of \$155 million compared to the prior year of \$113 million. New construction growth represents 2.5% of the 10.4% growth in the net taxable

digest with the remaining 7.9% attributable to the reassessment of existing residential and commercial properties (total increase of \$478 million). The prior year reassessment growth was approximately 3.7%. At this time, we are unable to determine the make-up of the reassessment and the new construction in terms of how much represents commercial vs residential. The budget adopted in May assumed similar growth as the prior year in terms of both reassessments and new construction.

Millage Adoption Process/Ads Per Georgia Statues and Impact of Digest

The City published the required ads and held the necessary public hearings as part of the adoption of the millage rates and budget. However, due to the unforeseen growth in the digest (along with projected revenues), the process for adoption of the millage rates, including public hearings and required ads, will need to be redone.

As noted above, the digest outpaced the forecasts included in the FY 2024 Budget and is estimated to result in additional revenues totaling \$1.8 million for the General Fund. Adjusting the required Debt Service millage rate to that amount which will sufficiently service the outstanding debt from 0.880 mills to 0.799 mills (a decrease of 0.081 mills) and adjusting the General Fund operating millage rate by a like amount from 4.870 mills to 4.951 mills accounts for approximately \$505 thousand of the total \$1.8 million of additional revenue.

Proposed Millage Rate – Public Hearings and Ordinance Adoption

Three public hearings will be held on the FY 2024 Millage Rate Levy with the schedule as follows:

- August 21, 2023 (6:30 pm)
- August 28, 2023 (11:30 am)
- August 28, 2023 (6:30 pm)

Adoption of the FY 2024 Millage Rate is done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

Budget Amendment – Ordinance Adoption

Adoption of budget amendments will be done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 28, 2023

AGENDA ITEM:

Fiscal Year 2024 Millage Rate Ordinance

SECOND READING

The first reading occurred during the August 21, 2023 City Council Meeting and Public Hearing.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.

STAFF RECOMMENDATION:

Adopt the Fiscal Year 2024 Millage Rate Ordinance.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

Fiscal Year 2024 Budget Adoption Recap

The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).

City Council Budget Workshops were held on March 20th, May 1st, and May 15th.

Public Hearings on the budget were held on May 22nd and June 19th with final ordinance approval of the FY 2024 Budget occurring on June 19, 2023. The City's millage rate levy was set at the same as the prior year at 5.75 mills. The City's millage rate of 5.75 mills includes 4.87 mills for general government (i.e., operations and recurring capital investment) and 0.880 mills for debt service on voter approved bonds. The budget was adopted prior to the receipt of the digest from the County.

Fiscal Year 2024 Tax Digest Update

The Fiscal Year 2024 (Tax Year 2023) Preliminary Certified Tax Digest ("Digest") was provided to the City on June 28, 2023. The Net Taxable Digest grew by 10.4% compared to last year's growth of approximately 5.7%. This is primarily due to growth in the valuation of new construction of \$155 million compared to the prior year of \$113 million. New construction growth represents 2.5% of the 10.4% growth in the net taxable

digest with the remaining 7.9% attributable to the reassessment of existing residential and commercial properties (total increase of \$478 million). The prior year reassessment growth was approximately 3.7%. At this time, we are unable to determine the make-up of the reassessment and the new construction in terms of how much represents commercial vs residential. The budget adopted in May assumed similar growth as the prior year in terms of both reassessments and new construction.

Millage Adoption Process/Ads Per Georgia Statues and Impact of Digest

The City published the required ads and held the necessary public hearings as part of the adoption of the millage rates and budget. However, due to the unforeseen growth in the digest (along with projected revenues), the process for adoption of the millage rates, including public hearings and required ads, will need to be redone.

As noted above, the digest outpaced the forecasts included in the FY 2024 Budget and is estimated to result in additional revenues totaling \$1.8 million for the General Fund. Adjusting the required Debt Service millage rate to that amount which will sufficiently service the outstanding debt from 0.880 mills to 0.799 mills (a decrease of 0.081 mills) and adjusting the General Fund operating millage rate by a like amount from 4.870 mills to 4.951 mills accounts for approximately \$505 thousand of the total \$1.8 million of additional revenue.

Proposed Millage Rate – Public Hearings and Ordinance Adoption

Three public hearings will be held on the FY 2024 Millage Rate Levy with the schedule as follows:

- August 21, 2023 (6:30 pm)
- August 28, 2023 (11:30 am)
- August 28, 2023 (6:30 pm)

Adoption of the FY 2024 Millage Rate is done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

Budget Amendment – Ordinance Adoption

Adoption of budget amendments will be done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

ALTERNATIVES:

ATTACHMENTS:

1. Millage Rate Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO FIX THE AD VALOREM TAX RATE OF THE CITY OF ALPHARETTA, GEORGIA FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Alpharetta, Georgia as follows:

SECTION I: The ad valorem tax rate for the City of Alpharetta, Georgia for the 2023 calendar year, on property subject to ad valorem taxation by the City is hereby fixed at \$5.750 on forty percent (40%) of each \$1,000.00 of property subject to ad valorem tax by the City.

SECTION II: Said rate of \$5.750 on forty percent (40%) of each \$1,000.00 of taxable property is hereby levied as follows:

(a) For General Government purposes \$4.951 on forty percent (40%) of each \$1,000.00 of taxable property.

(b) For the purpose of retiring outstanding General Obligation bonds, \$0.799 on forty percent (40%) of each \$1,000.00 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

ADOPTED AND APPROVED this 28th day of August 2023.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 28, 2023

AGENDA ITEM:

Fiscal Year 2024 Budget Amendment Ordinance

SECOND READING

The first reading occurred during the August 21, 2023 City Council Meeting & Public Hearing.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend the Fiscal Year 2024 Budget.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: SEE ATTACHED FISCAL YEAR 2024 BUDGET AMENDMENT (EXHIBIT A) FOR ACCOUNT DETAIL.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ATTACHMENTS:

1. 2024 Budget Amendment Ordinance
2. Exhibit A (2024 Budget Amendment Ordinance)
3. Unfunded Operating Initiatives (FY 2024 Budget)

4. Unfunded Capital Initiatives (FY 2024 Budget)

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2024 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2024 budget amendment to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2024 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2024 budget amendment for these certain funds for the fiscal year 2024; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of August 2023.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2024
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2024 Budget Amendment is to amend the base budget as adopted by City Council to reflect the impact of the Preliminary Certified Tax Digest for fiscal year 2024 and associated adjustments to the millage rate.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2024 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2024 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
Fiscal Year 2024			
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 28,850,000	\$ 1,795,000	\$ 30,645,000
Motor Vehicle Title Fees, Delinquent Taxes, etc.	3,757,000	-	3,757,000
Local Option Sales Taxes	22,100,000	-	22,100,000
Other Taxes	17,850,150	-	17,850,150
Licenses and Permits	3,394,500	-	3,394,500
Intergovernmental Revenue	165,548	-	165,548
Charges for Services	4,690,100	-	4,690,100
Fines and Forfeitures	3,143,250	-	3,143,250
Investment Earnings	650,000	-	650,000
Other/Miscellaneous	301,061	-	301,061
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,581,250	-	3,581,250
Budgeted Fund Balance	10,547,818	-	10,547,818
Total Revenues	\$ 99,030,677	\$ 1,795,000	\$100,825,677
Expenditures by Department:			
Mayor and City Council	\$ 399,354	\$ -	\$ 399,354
City Administration	2,569,366	-	2,569,366
Finance	3,970,688	-	3,970,688
City Attorney	1,200,000	-	1,200,000
Information Technology	2,766,496	-	2,766,496
Human Resources	929,316	-	929,316
Municipal Court	1,222,688	-	1,222,688
Public Safety	40,195,439	-	40,195,439
Public Works	10,690,132	-	10,690,132
Recreation, Parks and Cultural Services	13,563,734	-	13,563,734
Community and Economic Development	5,010,278	-	5,010,278
subtotal	\$ 82,517,491	\$ -	\$ 82,517,491
General Government:			
Insurance Premiums	\$ 928,885	\$ -	\$ 928,885
Gwinnett Tech Bond (P&I)	287,490	-	287,490
Transfer to Capital Project Fund	10,597,818	1,795,000	12,392,818
Transfer to Stormwater Capital Fund	3,950,000	-	3,950,000
Contingency	748,993	-	748,993
subtotal	\$ 16,513,186	\$ 1,795,000	\$ 18,308,186
Total Expenditures	\$ 99,030,677	\$ 1,795,000	\$100,825,677

Fiscal Year 2024 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2024 Budget Amendment.

General Government

Initiative: Additional Capital Investment

Funding Source: \$1,795,000 (Property Taxes)

Funding Request: \$1,795,000 (Transfer to the Capital Project Fund)

This request is to augment the City's Annual Capital Appropriation for FY 2024 from the current \$4 million funding level to \$5.8 million. This increased funding level, coupled with the existing fund balance appropriated for capital investment results in total capital funding of \$16.3 million in FY 2024 (\$12.4 million for the Capital Project Fund and \$4 million for the Stormwater Capital Fund).

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer-in from General Fund	\$ 10,597,818	\$ 1,795,000	\$ 12,392,818
Net Budget Adjustments	\$ 10,597,818	\$ 1,795,000	\$ 12,392,818
Expenditures by Project:			
Non-Allocated	\$ 1,183,918	\$ 1,795,000	\$ 2,978,918
Net Budget Adjustments	\$ 1,183,918	\$ 1,795,000	\$ 2,978,918

General Government

Initiative: Additional Capital Investment

Funding Source: \$1,795,000 (Property Taxes; Transfer from the General Fund)

Funding Request: \$1,795,000 (Non-Allocated)

This request is to augment the City's Non-Allocated account within the Capital Project Fund to allocate additional funding for future capital investment by the City Council.

OPERATING INITIATIVE REQUESTS

Detail (Unfunded Operating Initiatives)

Citywide

401A Retirement Plan Enhancements

\$80,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: With the closing of traditional defined benefit (DB) plans, employers, like the city, have removed a model that provided a longevity component that assisted in retention. Additionally, from an internal comparison, argumentatively, the closed DB plan provided a slightly higher actuarial value of benefit to the employee (assuming a full 30-year career) than the 10% 401A contribution the city provides new hires since 2009. One consideration is to add a longevity component to the City's contribution based on years of service. Example: At each 5-year anniversary of employee (new hires and those in the 401(a) currently), increase the 10% contribution by 1%. The projected annual cost would be approximately \$80,000 in year one with a gradual increase over the next 10 to 15 years to ultimately 2% of payroll.

Defined Benefit DROP Plan

\$TBD

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: Based on the current design of the DB plan, employees who are over 55 and are eligible to retire from the city and receive an unreduced retirement benefit are financially motivated to formally retire from the city and seek a very similar position with another municipal entity. With no option to retire but remain with the city, the city has and will continue to risk losing experienced employees to other municipalities. By offering a Deferred Retirement Option Plan to the plan documents, employees can effectively retire but remain working usually for a window of time permitted in the plan document (3-5 years). We are currently reviewing the cost of this proposal with our plan actuary.

OPERATING INITIATIVE REQUESTS

General Fund

City Administration

Project Management Services (professional firm)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks and Culture
- Infrastructure and Facilities Maintenance
- Transportation and Traffic
- Economic Development

Description: This initiative would provide for contracting with an outside entity to provide project management services to augment the ability of the City's professional staff to support and deliver special projects that cannot be completed by existing staff. Performance will be evaluated based upon the quality of work produced, cost, and timely delivery of assigned projects. Cost is estimated at \$50,000 annually for professional services.

Assistant City Clerk (new position; +1 FTE)

\$87,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This initiative would add a second Assistant City Clerk to the City Clerk's Office. The new position is requested to improve management and archiving of records across the enterprise, to account for additional workload associated with the anticipated move to handle our own municipal elections, and to augment the current capabilities of the Clerk function.

Personnel costs are estimated at \$85,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, etc. totaling \$3,000.

Human Resources

Employee Engagement Survey

\$16,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: This initiative involves conducting a one-time employee engagement survey which will help discover our culture strengths and opportunities by obtaining data and insights to make strategic business decisions, improve employee experience, and elevate our employer-of-choice status by building a great-place-to-work brand.

Employee engagement has become extremely important in this new era of recruitment. Having effective strategies in-place helps create a better work culture, reduce staff

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

turnover, increase productivity, build better work and customer relationships, and impact service delivery. It also takes the guesswork away about what “we think” employees want/need and replaces it with actual data.

This survey is crafted to measure the level of employee experience and results will show us how our workforce responses compare to the best workplaces in the country and where to focus to raise our scores. Additionally, the selected firm will provide comprehensive explanations of data and the City’s workforce trends, gap analysis and recommendations. This project also includes employee and executive management presentations. This initiative is one-time and will not continue into FY 2025.

Information Technology

Geographic Information Services (GIS)

\$12,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Recreation, Parks and Culture
- Transportation and Traffic

Description: This initiative is designed to augment current GIS staffing with 3rd-party GIS professional(s) whom the GIS Manager will manage to expedite and complete GIS requests, tasks, and projects from other departments during a fiscal year. During the first six months of FY 2023, two unfunded projects occurred, and money was pulled from other areas to cover this work totaling \$6,000. We are seeking \$12,000 annually to cover work when requested.

Municipal Court

Administrative Assistant I (new position; +1 FTE)

\$73,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Adding this position will increase the court's efficiency when processing court cases and incoming phone calls. The volume of calls and emails has grown along with the total number of cases that have been filed with the court. When court is in session a clerk is pulled from their desk and placed at the counter to take payments. An additional employee will allow the Deputy Clerks to remain at their workstations and focus on their assigned duties. Personnel costs are estimated at \$73,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations. Staff is researching possible cost sharing opportunities with the City of Milton.

OPERATING INITIATIVE REQUESTS

Public Safety

Emergency Management Division Chief (new position; +1 FTE) \$160,500
(\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500. There is a companion one-time capital request for \$66,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Detective (new position; +1 FTE) \$109,800
(\$109,800 operations/\$70,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010,

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and fuel costs totaling \$6,800. There is a companion one-time capital request for \$70,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Community Paramedic (new position; +1 FTE)
(\$90,500 operations/\$63,000 capital)

\$90,500

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs totaling \$6,500. There is a companion one-time capital request for \$63,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

OPERATING INITIATIVE REQUESTS

Firefighter (new position; +1 FTE)

\$100,700

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: In November of 2022 it was approved to reclassify one firefighter position to Administrative Fire Captain. This request is to replace the firefighter that was taken from suppression.

Personnel costs are estimated at \$93,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and equipment \$7,700.

Public Safety IT Analyst (new position; +1 FTE)

\$122,800

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the addition of a civilian employee to Public Safety as a Public Safety IT Analyst (paygrade 307). This position would report to the Public Safety Technology Division to specifically support Public Safety users and operations.

Personnel costs are estimated at \$110,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$12,800. Starting in 2025, annual operational costs are estimated at \$7,800 and primarily consist of professional development and uniforms.

Administrative Assistant I position (from PT to FT; +0.5 FTE)

\$49,750 (net)

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: The current part-time Records Clerk is responsible for scheduling all training conducted at the Crabapple Training Center and acts as the Registrar, which entails scheduling classes, registering students, maintaining class rosters, coordinating with outside agencies for training scheduling purposes, all P.O.S.T entry, and record management. This position is responsible for tracking and submitting any work-order maintenance in the building, maintaining the Training Staff schedule for officers assigned to the Training Division, and tracking all the classes/training hours conducted at the Crabapple Training center. In 2023, in-service will increase to 40 hours per officer, and career advancement classes will be taught monthly.

This will cause the part-time Records Clerk's data entry to increase due to officers being assigned to different units because outside training has increased, which then causes an influx of travel requests and travel settlements to be processed. This position tracks all day-to-day budget expenditures for the fiscal year, corresponds with the department's Finance & Budget Coordinator for any account inquiries, and meets with the Training Division Coordinator to balance/review the budget quarterly.

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

We request that the PT Records Clerk be upgraded to a full-time position. A full-time Administrative Assistant will further improve the overall functioning of the Training Division by significantly reducing the time sworn training officers spend on administrative functions. This allows sworn training officers to develop and administer the highest quality training.

Personnel costs for the full-time position are estimated at \$73,000 annually and reflect salary and benefit costs. Personnel costs for the existing part-time position total \$23,250 annually leaving a net operational impact of \$49,750 for personnel costs associated with the transition from part-time to full-time. Operational costs are minor as this position currently has city-assigned technology (e.g., computer) and professional development will be covered through existing travel/training budget allocations.

Part-Time Civilian Quartermaster (+0.5 FTE)

\$32,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Currently, two officers, one training officer, and a UPD Sergeant are handling quartermaster duties for Police and the EMS/Fire Logistics officer is handling quartermaster for Fire. Thus, having 3 officers handling quartermaster causes a significant amount of their duty time spent not being able to focus on their primary duties, which then impacts other officers and their workload. It is estimated that the officers are spending an average of 20 - 30 hours per pay period on quartermaster duties, which incurs approximately \$2,370 of overtime per pay period. A part-time civilian employee would cost approximately \$1,180, an approximate savings of an additional \$1,190 per pay period. This will significantly reduce the time sworn officers spend on secondary duties.

Personnel costs are estimated at \$32,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations.

Public Works

Assistant Construction Manager (new position +1 FTE) (\$103,500 operations/\$50,000 capital)

\$103,500

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations

OPERATING INITIATIVE REQUESTS

regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500. There is a companion one-time capital request for \$50,000 that includes funding for a vehicle purchase (and upfitting). Starting in 2025, annual operational costs are estimated at \$3,000 and primarily consist of professional development, uniforms, general supplies, and fuel.

Recreation, Parks & Cultural Services

Parks Services Supervisor – Southern District (new position; +1 FTE) \$99,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks and Culture

Description: To improve the efficiency of delivery existing services, the Recreation, Parks, and Cultural Services Department is requesting a Parks Services Supervisor to execute the development and execute the maintenance plan for the Southern District (Greenway). The Southern District has been operating without a team supervisor since 2019. In 2020, the city added an additional two (2) miles of trail extending to Union Hill Park. The additional demand on this division requires the addition of a supervisor to achieve the high service demands in this area. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,500 and primarily consist of professional development and uniforms.

Administrative Assistant II (new position; +1 FTE)

\$81,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Performs a full range of secretarial, advanced clerical, and routine administrative work of a general or specialized nature in support of assigned programs, division, or department; relieves assigned staff of clearly defined and delegated administrative or technical detail; and may act as office receptionist. Specific areas of support include, but are not limited to grant writing, RFP creation and management, contract management, GIS projects, marketing support, pay requests/billing, meeting agendas and minutes, Department award submissions. Personnel costs are estimated at \$78,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, and technology equipment (e.g., computer, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,000 and primarily consist of professional development and general supplies.

CAPITAL INITIATIVE REQUESTS

Detail (Unfunded Capital Initiatives)

Community and Economic Development

Milton Avenue Quick Safety and Operational Improvements

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Transportation and Traffic

Description: The Milton Avenue Quick Safety and Operational Improvements project identifies several improvements along the Downton Milton Avenue Commercial District to better serve businesses and visitors. Improvements include rideshare drop zones, short term parking, handicap parking and signage. Identified projects could be implemented for \$350,000 or split into smaller projects over time. The largest of the sub projects is the general milling/resurfacing and pavement markings along the corridor for around \$220,000. Other sub projects could be: three (3) illuminated signs for \$30,000 and a drop zone for approximately \$100,000. Operating Budget Impact: Routine maintenance costs.

Human Resources

Human Resources Office Improvements

\$55,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: The new HR Specialist position funded in FY 2023 is responsible for recruitment and the administration of our human resources information systems (HRIS) current modules (applicant tracking system, onboarding, eforms, personnel records management system), and any future additions (i.e., performance evaluation).

The capital improvements requested herein are for the reorganization of the Human Resources office to better utilize current space for efficient workflow and to allow accommodations for future personnel growth. The objective is to have three offices (two currently) with doors to deal with confidential matters, one reception desk, one workspace (copy and other office machines) and space for an applicant computer kiosk. Operating Budget Impact: Additional facility maintenance funding including janitorial costs will be incurred.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Public Safety

Operating Initiative - Emergency Management Division Chief (+1 FTE) \$66,000 (\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Communications that Connect

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Capital costs are estimated at \$66,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Operating Initiative - Detective (+1 FTE) (\$109,800 operations/\$70,000 capital)

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010, Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Capital costs are estimated at \$70,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs, totaling \$6,800.

Operating Initiative - Community Paramedic (+1 FTE) (\$90,500 operations/\$63,000 capital)

\$63,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Capital costs are estimated at \$63,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs, totaling \$6,500.

Public Works

Sidewalk Maintenance and Repair

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the continual maintenance and repair of the city's sidewalk inventory. Over the last 10 years, the city has expended in excess of \$5 million on sidewalk projects. During that same period, the city's sidewalk inventory has also been increased through larger roadway and streetscape projects, through private development, and through annexation. FY 2024 funding will go towards repairs of sections in Poor and Very Poor condition. The goal is to perform 7,000 linear feet of repairs per year.

In FY 2019 and FY 2022, the City contracted with Dynatest to complete a sidewalk inventory and evaluate sidewalk conditions. This list will standardize the evaluation process, provide a clear prioritized list of sidewalks needing repair, and tie sidewalk data into the city's GIS and asset management software. Types of repairs (cracking, trip hazard vertical displacements, and spalling) along with location (near schools and parks, along arterial roadways, in the downtown district, etc.) will help determine the repair priority. Dynatest's work was completed in spring of 2019. At this time, we are awaiting the latest inspection results.

In our current sidewalk database, there are 58,530 linear feet of repairs needed within the poor and very poor condition ratings. Public Works has repaired 22,247 linear feet of sidewalk since January 2019. This includes in-house and contractor repairs.

Due to the large number and complexity, the City contracts out some of these repairs. This budget item covers the cost of sidewalk repairs completed by outside contractors. Work will occur in various locations throughout the city pursuant to the Dynatest findings. Operating Budget Impact: This program decreases sidewalk maintenance costs as it is less susceptible to surface and structure deterioration.

Alpharetta Community Center Generator

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the purchase and installation of a generator for the Alpharetta Community Center. The budget requested would be for a 400 kw Blue Star generator. A 400 kw was priced due to the unit being capable of powering the entire building in the event of a power outage. A smaller generator could be installed at a lower

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

cost if it's determined there is no need to power the entire building during times of power outages. Beyond the cost of the generator, other costs include gas meter upgrades, gas line upgrade and installation of a regulator. The total requested amount is \$350,000.

Operating Budget Impact: Operational costs would be minimal. Gas usage would be based solely on when the generator is operating, and inspection/maintenance cost would be approximately \$3,000 a year.

City Facility Condition Assessment (not incl. Fire Stations) \$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This funding request is for a facilities condition assessment to measure the condition and functionality of a building and its infrastructure as suitable and appropriate for intended functions. Specific objectives of the comprehensive assessment methodology include determining the needs for renewal or replacement of building and infrastructure systems (e.g., heating/cooling, electrical, exterior envelope, etc.) and system components (e.g., cooling tower, heat exchanger, chiller, pumps, etc.), and guiding the analysis of good decision capital project options, including renovation or modernization. This request does not include Fire Stations as that assessment is covered through a separate request.

Specific purposes of a well-designed assessment are as follows:

- Verify accuracy and reliability of a space inventory.
- Provide an inspection of all facilities identifying physical and functional deficiencies.
- Assist in defining regular and preventive maintenance requirements.
- Develop metrics for performance measures, e.g., Facilities Condition Index (FCI) and Facilities Quality Index (FQI).
- Define capital renewal and replacement projects to reduce deferred maintenance backlog.
- Eliminate conditions that are either potentially damaging to property or present safety hazards.
- Identify energy conservation and sustainability measures.
- Inventory accessibility and disabled persons requirement.
- Develop cost estimates and schedules to correct deficiencies and for capital renewal or replacement, and renovation or modernization projects.

Tentative scope includes:

- Physical Condition Assessment (or Life-Cycle Modeling, or both): Physical condition of the building and infrastructure system.
- Functionality Assessment: Functionality of the space for its intended programmatic purpose.

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

The integration of these elements provides for a comprehensive evaluation of existing facilities. As inputs to a Capital Facilities Project Plan, these elements provide a broader set of decision options, including the following:

- Facilities renewal for individual condition deficiency remedial projects.
- More comprehensive renovation projects, including work to correct subsystem condition deficiencies combined with improving functionality.
- A replacement project and downgrade of an existing building to a less demanding use.
- Demolition or disposal.

Operating Budget Impact: The project would decrease future operating cost by identifying deficient equipment and identifying needs for energy-saving practices related to facilities.

Fleet Replacement (F-250 Crew Cab Service Truck; Qty: 1) \$75,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the replacement of F-250 trucks within the Public Works fleet. The F-250 replacements are based on age and/or maintenance/repair costs. These vehicles are expected to last in excess of 10 years or 130,000 miles.

FY 2024 replacements include Unit #689 (2011 F-250 4x2 Crew Cab) with roughly 115,000 miles. This vehicle has a lot of idle time and is regularly utilized by our traffic crews. Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.

Operating Budget Impact: This program reduces fleet maintenance costs and increases utilization rates as the equipment is less susceptible to breaking down and/or requiring service. Operational costs consist of maintenance, fuel, insurance, etc. and are currently budgeted.

Traffic Calming Improvements \$80,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for the identification, design, and implementation of safety improvements primarily in neighborhoods and at high crash-rate intersections. Additionally, funds will enable staff to implement necessary traffic calming measures within the City. Projects may consist of roadway striping, signage such as radar signs, speed cushions, and channelization to mitigate existing safety deficiencies. The program will enhance public health and safety for users of the city's transportation system.

Operating Budget Impact: Maintenance costs will be dependent upon the improvements implemented.

CAPITAL INITIATIVE REQUESTS

City Hall Maintenance

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for on-going interior maintenance, including but not limited to replacing cabinetry in multiple breakroom floors, pressure washing and sealing brick sidewalks, painting walls and trim, etc. In addition, repairs to the custom stained moldings throughout the main floor which will require procurement of a third-party vendor to perform the work.

The FY2024 funding will go towards pressure washing the exterior, door and trim painting/staining, lighting upgrades and cabinetry repairs/replacements. Operating Budget Impact: This program decreases facility maintenance costs.

Recreation Facility Renovations

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the renovation and maintenance of recreation facilities. For FY 2024, the priorities are: North Point Greenway Restroom interior painting and updating of fixtures, partitions, toilets, and countertops; exterior door replacements at Union Hill Park and North Point Greenway Restrooms; interior painting at Crabapple; replacement of partitions, fixtures, toilets, and countertops at Union Hill Park restrooms; exterior painting of Recreation Center; upgrades to the handicap ramp and front entrance to the Crabapple gym; and interior painting of the Crabapple gym. These maintenance initiatives are aimed at improving the functionality and aesthetics of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Public Works Headquarters Renovations

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This Request is for the renovation and maintenance of the Public Works Headquarters.

FY 2024 funding will be used to remodel men's and women's bathrooms in the front of the building, flooring for offices and upstairs, and cove base for associated flooring replacement. Previous funding has been utilized to replace flooring in the break area and hallways, training room and east wing. Both breakroom bathrooms and the east wing have been remodeled with previous funding. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Guardrail Maintenance

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for maintenance, such as painting, replacement, and upgrade, of existing guardrails throughout the City. Guardrails are crucial to keeping roadways safe by helping to prevent minor accidents from escalating to major accidents. One example of necessary guardrail maintenance is cleaning and repainting of multiple guardrail segments along Mansell Road between Haynes Bridge Road and Old Alabama Road Connector. Operating Budget Impact: Maintenance funding is included within this initiative.

Streetlight Expansion

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for installation of new street/pedestrian lighting in neighborhoods and areas of the City where currently limited illumination is evident.

Older neighborhoods in the City do not meet today's illumination standards and require extra lighting for safety. Neighborhoods identified as needing more lighting are primarily located on the west side of town. Subdivisions such as North Farm, North Towne at Andover, Burnett Way, Northfield, Spence's, Foxhaven, etc. have all inquired about adding more streetlighting in their neighborhoods for safety. This capital item would start addressing these areas on an as needed/requested basis. Funding would also allow phasing-in of lighting along Haynes Bridge Road from Academy Street to Old Milton Parkway. Operating Budget Impact: Will result in additional maintenance (light replacement, etc.) and utility costs and are estimated at \$3,000 annually.

Pavement Resurfacing/Preservation for Parks

\$575,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the on-going maintenance of pavement within the city's park facilities. Preservation of the roads, driveways, and parking lots increases their life expectancy. Without preservation, these pavements will deteriorate and be more costly to repair. FY 2024: Re-paving of Webb Bridge Park parking lots 1, 3, and 4. These parking lots will require major repairs with possibly full rebuild of parking lots or soil cement. The price requested reflects the worst-case scenario. Further geotechnical exploration will be performed to determine the appropriate scope of work. All pricing for parks includes removal and installation of all existing wheel stops and re-striping of parking spaces, etc. Operating Budget Impact: This program decreases asphalt maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Parking Expansion: Public Safety Headquarters

\$280,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance

Description: Due to the increased number of individuals accessing the Public Safety Headquarters, additional parking needs are desired. This request is for funding to construct an additional 22 parking spaces along the main entrance off Westside Parkway to the Public Safety Headquarters complex. Design was funded in FY 2019 and completed by staff. Potential funding offsets through impact fee funds.

Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$500 annually. Resurfacing and striping costs will not be incurred during this CIP period.

Mid-Broadwell Crosswalk at Fire Station Light

\$180,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Transportation and Traffic

Description: This funding request is to convert the existing emergency traffic signal to a hybrid emergency-pedestrian crossing light. This will provide a crosswalk for pedestrians in the proximity of Mid-Broadwell Park to cross Mid-Broadwell Road. Design work will be done by in-house staff. This work is dependent on the completion of the Mid-Broadwell Road Park Project.

Operating Budget Impact: Increase in utility costs for the additional electricity and minor maintenance costs.

Kimball Bridge Rd Improvements (Waters Rd to Ocee Elem.; design) \$250,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for design funding for roadway improvements along Kimball Bridge Road between Waters Road and Buice Road. Improvements will include the addition of left-turn lanes along Kimball Bridge Road to serve all intersections with South Kimball Bridge Crossing and Bracebridge Road. The project will also investigate adding improvements like replacing the signal at the intersection with Glen Abbey Drive/Tuxford Drive with a roundabout.

The project's goal is to provide these improvements along the corridor to slow vehicles and improve pedestrian safety. Cost savings can be accomplished in construction by pairing the project up with the 60" water transmission line work by the County along Kimball Bridge Road from the cemetery to Buice Road.

Fulton County Water was a distribution pipe (50+ inches in diameter) to be installed along Kimball Bridge Road from Waters Road to Buice Road. A continuation of the pipe will

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

traverse along Buice Road to Old Alabama. The planning of the improvements along Kimball will be coordinated with the County's water line project.

Funding for remaining design, right-of-way, and construction of the improvements would be requested in future year capital plans and is currently estimated at \$5.6 million.

Operating Budget Impact: N/A for the design phase. Operational costs for future buildout are heavily dependent upon the design and undeterminable at this time.

Haynes Bridge Road Lane Diet and Linear Park (design)

\$250,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Economic Development

Description: This project intends to provide a wider sidewalk (approximately 12') on both sides of Haynes Bridge Road from Old Milton Parkway to Rainwater Boulevard and a linear park along the southern side of the road. The Linear Park would create a new kind of playground for children of all ages. The park consists of 6 different play areas and approximately 1.9 acres of the landscape area.

The FY 2024 funding request is to prepare multiple concept designs and construction cost estimates.

Operating Budget Impact: N/A for the design phase.

Waters Road Sidewalk Improvements (right-of-way)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for the purchase of right-of-way for the eventual installation of 1,340 linear feet of sidewalk to fill in two gaps along the east side of Waters Road. Citizens of Waters Road have expressed concerns about individuals driving at excessive speeds. Installation of these sidewalks would provide a continuous sidewalk along both sides of Waters Road. Pedestrians would only need to cross Waters Road at signalized intersections: Kimball Bridge Road and Jones Bridge Road.

Design of these sidewalk segments has been completed by in-house staff.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Providence Road Sidewalk Improvements (right-of-way)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: Citizens living along the east side of Providence Road have requested the installation of sidewalks to provide connectivity to both Downtown Alpharetta and Providence Park. This request is for the purchase of right-of-way for the eventual installation of approximately 3,900 linear feet of sidewalk along the east side of Providence Road from the existing sidewalk at Weatherstone Way north to the City Limits.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

Henderson Parkway Traffic Calming (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: Traffic speeding is still a safety concern on Henderson Parkway, although the following three intersections have already been equipped with all-way stop signs and speed bumps: 1) Henderson Parkway at Henderson Place; 2) Henderson Parkway at Brookridge Terrance/Millstone Court; and 3) Henderson Parkway at Somerset Lane. Approximately 85% of the vehicles are traveling in excess of 10 mph over the posted speed limit of 25 mph.

To encourage lower driving speeds on Henderson Parkway and improve the roadway safety for pedestrians, bicyclists, and motorists, multiple scenarios could be studied, such as: 1) wider sidewalk and landscaped area along with narrower travel lane width; 2) mini roundabouts; 3) chicanes - curve in a road, added by design rather than dictated by geography. This request is to fund a comprehensive study and develop concepts for improvements along Henderson Parkway to reduce vehicular speeds and improve pedestrian safety. Operating Budget Impact: N/A for study phase.

Wills Drive Sidewalk Improvements (design/right-of-way)

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for design and the purchase of right-of-way for the eventual installation of 475 linear feet of sidewalk to fill in a gap along the east side of Wills Drive between Trammell Drive and Milton Avenue. Installation of this sidewalk would

CAPITAL INITIATIVE REQUESTS

provide a continuous sidewalk along the east side of Wills Drive from Old Milton Parkway to Milton Avenue.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$130,000. Operating Budget Impact: N/A for the design and right-of-way acquisition phase.

Traffic Signal Pole Painting and Maintenance

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request funds the continued paint maintenance of the city's traffic signal mast arms and pedestrian signals. Painting will coincide with the expected 7-10 year lifespan of the current signal pole painting plus miscellaneous general maintenance and touchups. The average total cost per intersection is approximately \$20,000. FY 2024 includes funding for two intersections. Operating Budget Impact: Maintenance funding is included within this initiative.

Alpharetta Technology Center Upgrades

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Economic Development

Description: This request is for upgrades to the Alpharetta Technology Center. The proposed upgrades requested for FY 2024 include the following:

- New partitions, fixtures and toilets/urinals in all bathrooms.
- New flooring in small bathroom closet next to large meeting space.
- Installation of new electrical receptacles in the startup lounge.
- Replacement of carpet throughout the entire building.

These upgrades will improve the functionality and aesthetics of the facility. Operating Budget Impact: Maintenance costs would decrease due to upgrades to existing facilities.

Parking Expansion: Alpharetta Arts Center (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding request is for the design of the parking lot expansion at the Arts Center. The existing parking lot provides 39 parking spaces. The proposed expansion would increase this number by 36 spaces to 75 (total). The parking lot expansion would be constructed atop the current detention pond. This will necessitate the creation of an underground detention system beneath the parking expansion. The use of permeable pavers in lieu of asphalt is proposed for the parking expansion. Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$900,000. Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$1,000 annually. Resurfacing and striping costs will not be incurred during this CIP period.

CAPITAL INITIATIVE REQUESTS

Encore Parkway 2-Way Bike Lane (design)

\$250,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks, and Culture
- Economic Development

Description: The project consists of repurposing the 20+ feet of asphalt on the northern side of the bridge to accommodate 1 vehicular lane and a barrier separating a 2-way bike lane between the vehicular lane and the existing landscaped area. The existing 8' wide sidewalk will be devoted to walkers and runners. The project limits are from Northpoint Parkway to Westside Parkway. This project, along with the future Encore Greenway and Alpha Link Projects, will provide a safe travel way for cyclists to and from the Greenway.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.3 million. Operating Budget Impact: improvements will impact operational maintenance costs (landscaping, trail maintenance, etc.) but are undeterminable until design progresses.

Operating Initiative – Assistant Construction Manager (+1 FTE) **(\$103,500 operations/\$50,000 capital)**

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Capital costs are estimated at \$50,000 and include funding for a vehicle purchase (and upfitting). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Recreation, Parks & Cultural Services

Playground Equipment Replacement (Miracle League)

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: One of our park systems favorite amenities is our playgrounds. This program will allow for the replacement of all our playgrounds in a timely manner. FY 2024 funding will be used for replacement of the Miracle League Playground (behind Miracle Field) which was built in 2004. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Innovation Academy Soccer Field Fencing Enhancements

\$35,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding is for the replacement of the soccer field fencing at Innovation Academy for Field 2. There is 450 linear feet of 10' high fence and then along the homeowner's side of the field install a 20' high net approximately 100' in length. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Wood Lightpole/LED Replacement Initiative (3 fields)

\$800,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: Currently all athletic lights are a form of metal halide lights. These lights are expensive to operate, expensive to maintain and create a lot of light pollution. New LED lights would improve the playability of the fields and cost much less to operate and maintain. Currently the City has wooden light poles on (29) athletic fields and (15) tennis/pickleball courts. These wooden poles should be replaced with concrete poles and the fixtures replaced with LEDs.

FY 2024 includes funds for replacing the poles/fixtures with concrete poles/LED fixtures for 3 fields (approximately 13 wooden poles). The pole replacement improves safety, and the LED fixtures provide a much lower operational cost (energy and maintenance) and more optimal lighting for our park patrons. The FY 2025-2030 budget will execute phase 2 of the athletic pole and lighting initiative, where the remaining wooden poles (47) will be replaced with concrete poles and switched to more efficient LED lighting.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs coupled with energy savings through the conversion to LEDs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Fleet Replacement (Qty: 3)

\$188,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the forecasted annual replacement of Recreation, Parks & Cultural Services vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2024 includes replacement of (1) 2014 Ford F150 Truck (Unit RP1005 with 61,371 miles) to be replaced with a Ford Explorer, (1) 2014 F250 Truck (Unit RP7702 with 53,261 miles) and (1) 2011 Goshen Bus (Unit RP6948 with 20,466 miles). Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Park Security Repairs/Improvements

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Recreation, Parks, and Culture

Description: This project is for the installation, repair, and replacement of automatic locks on restroom doors throughout the park system; adding security cameras in strategic locations; call box repairs and/or installation of new boxes.

Automatic locks have been installed on restrooms at Windward Community Park, Union Hill Park, North Park (5 buildings), Cogburn Road Park, Innovation Academy (2) buildings, and the City Center Parking Deck. In addition, the vendor is waiting on parts before he can complete the Greenway North Point Restrooms. For FY 2024, automatic locks will be installed at Webb Bridge Park (4 buildings), Rock Mill Park (1 building), Wills Park (3 buildings), Equestrian Center (2 buildings), Mid Broadwell (1 restroom) and Waters Road Park if completed. Call boxes need battery replacement annually. Currently we have (23) call boxes. The batteries are \$104 each plus labor at approximately \$120/hour. They cost between \$5,000 - \$10,000 annually. Complete new boxes are approximately \$10,000 each. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recreation Activity Centers - Interior Renovations

\$450,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for design of an interior makeover of the Wills Park Recreation Center, Alpharetta Community Center, Adult Activity Center, the Arts Center lobby, hallways, restrooms, and common office space and the Preston Ridge Community Center. This project will be completed in multiple phases beginning in FY 2024 and ending in FY

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

2028. The approximate size of the affected area is 5,800 square feet (lobby, hallways, restrooms, etc.).

FY 2024 request is for design and construction funds for the interior makeover of the Wills Park Recreation Center (lobby, hallways, restrooms, and common office space). These improvements will maintain the aesthetics and functionality of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Design Services

\$20,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Recreation Master Plans, construction plans for recreation amenities including pavilions, gazebos, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, and improve project completion timelines and functionality to maintain the high level of services our customers are accustomed to. Operating Budget Impact: N/A.

Park Shade Structures Replacement

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the replacement of shade structures and dugout covers throughout the park system. Shade structures/dugout covers reduce exposure to harmful ultraviolet rays, provide protection from the elements, keep the area cooler, protect the equipment, and increase the comfort level for participants and visitors. The shades will be replaced as they begin to fade or tear, improving the functionality and aesthetics. The FY 2024 funding will replace the existing shade fabric and paint the support post for 11 structures at Webb Bridge Park. Operating Budget Impact: Maintenance costs to decrease due to decline in repairs.

Park System Wayfinding Signage

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect
- Recreation, Parks, and Culture

Description: This project is the implementation of the park system wayfinding and signage plan developed in FY 2017. The purpose of the signage plan is to bring uniformity to the numerous signs in our entire park system. The plan defines a specific sign style that will become our “brand” and help park patrons easily identify Alpharetta parks. The plan recommends locations for signs to help visitors locate various amenities in the parks, such as fields, playgrounds, tennis courts, restrooms, etc. Signs within parks will be evaluated and prioritized for replacement. Staff will systematically replace signs using the new

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

guidelines outlined in the plan. Entrance upgrades were listed for all parks in the Master Plan and part of the upgrade includes signage. This is a multi-year initiative. The sign and wayfinding program is 60% complete. Park entrance signs, trail wayfinding in Wills Park, and Vehicular wayfinding in Webb Bridge Park have been completed. The focus for FY 2024 will be to complete the Greenway wayfinding program to include directional signage, the addition of 3 kiosks, and regularity signs. Operating Budget Impact: Maintenance/replacement costs to decrease due to decline in repairs as signage is newer.

Restroom Replacement (North Park: Fields 1-4)

\$700,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: The existing restroom/concession stand at North Park (fields 1-4) serves four softball fields, batting cages, and a playground. The facility is old and much too small for the number of users. The concept for the new restroom/concession building calls for 3100 square foot one-story facility to replace the existing structure. The restroom will double the number of stalls. In addition, the concession area will include a covered seating area to accommodate park patrons. Operating Budget Impact: Maintenance (including janitorial) and utility costs will increase along with the physical size of the restroom and is estimated at a minimum of \$1,250 annually and will be reflected in a future operating budget (once construction nears completion).

Webb Bridge Park Master Plan/Development (design)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for funds to develop a comprehensive Master Plan for Webb Bridge Park. Currently, there is significant property that is unused. This plan will provide the City with a clear vision for this park. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

North Park Master Plan/Development

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for the development of a comprehensive master plan for North Park. The master plan will create a long-range vision for the park, prioritize park improvements, fill in service gaps and reduce redundancy, etc. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

Haynes Bridge Road Park Restroom

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at the Haynes Bridge Road Park, visitors only have access to a Porta-John. This access park was opened in 1997. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this

CAPITAL INITIATIVE REQUESTS

facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom (like the one at Windward Community Park) is preferred. Due to current flood plain constraints, the project will entail more site work prep, design, and surveying than routine pre-cast restroom installations. Approximately 100' of sewer line will need to be installed. A waterline will have to be bored under Haynes Bridge Road and a new meter installed for connection to existing waterlines. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Marconi Drive Park Restroom

\$150,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at Marconi Drive Park, visitors only have access to a Port-a-John. This access park was opened in 2011. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom is preferred, like the one at Windward Community Park. Based on the cost of the Windward Community Park restroom, the estimated cost is \$100,000, including sewer and water connections. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Wills Park Pool Heater

\$100,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, the Wills Park Pool is open from Memorial Day to Labor Day for public usage. We are recommending adding a heater to the competition pool. This would allow for usage of the competition pool for approximately 10-months out of the year for such programs as year-round swim teams, additional classes (such as scuba, kayaking, standing paddle boards), water aerobics, master swim training, senior and adaptive swim, and increased rentals. The cost for the heater purchase, cover, and installation (including gas lines) scope is \$100,800. Operating Budget Impact: Maintenance and energy costs are estimated at \$6,000 annually.



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 28, 2023

AGENDA ITEM:

Text Amendments: Ethics Ordinance

SECOND READING

The first reading of this item occurred during the August 21, 2023 City Council Meeting and Public Hearing.

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

STAFF RECOMMENDATION:

Adopt an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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ITEM DESCRIPTION:

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

Alpharetta is committed to the highest standard of ethics. After several discussions with the City Council, the ordinance presented represents feedback received. The utilization of the current ordinance presented some difficulties with board composition and deadlines that need to be amended. If approved, the new ordinance would become effective immediately and the process of establishing Ethics Board members would commence.

The first reading of this ordinance occurred during the August 21, 2023 City Council Meeting and Public Hearing. There have been no changes made since the first reading.

ALTERNATIVES:

Leave the current ordinance unchanged or repeal it

ATTACHMENTS:

1. Ethics Ordinance - Proposed
2. Alpharetta Code of Ethics and Conduct - Currently Codified

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 2, CODE OF ETHICS AND CONDUCT, OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REQUIREMENTS FOR THE FILING OF ETHICS COMPLAINTS; TO PROVIDE FOR THE COMPOSITION OF THE ETHICS BOARD; TO PROVIDE OPERATING PROCEDURES FOR THE ETHICS BOARD; TO ESTABLISH PROCEDURES FOR PROCESSING ETHICS COMPLAINTS; TO PROVIDE FOR DISCIPLINARY ACTION; TO PROVIDE FOR PENALTIES FOR THE WRONGFUL USE OF AN ETHICS COMPLAINT; TO PROVIDE FOR ATTORNEY'S FEES; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, Article V of Chapter 2 of the City of Alpharetta Code of Ordinances, otherwise referred to as the Code of Ethics and Conduct, includes provisions related to the board of ethics and ethics complaints; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City's residents to amend the existing regulations.

NOW THEREFORE, THE COUNCIL OF THE CITY OF ALPHARETTA HEREBY ORDAINS, as follows:

SECTION 1. That Section 2-195 through Section 2-211 of the Code of the City of Alpharetta, Georgia are hereby replaced in their entirety by the text attached hereto as Exhibit A.

SECTION 2. That all ordinances or part of ordinances that conflict with the terms of this ordinance are hereby repealed; and

SECTION 3. That if any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and thus, the provisions of this Ordinance are declared severable.

SECTION 4. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature approval of the Mayor.

SO ORDAINED this the _____ day of _____, 2023, the public's health, safety, and welfare demanding it.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Dan Merkel

Donald F. Mitchell

Brian Will

Douglas J. Derito

John Hipes

Jason Binder

ATTEST:

APPROVED AS TO FORM:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

EXHIBIT A

Sec. 2-195. Implementation.

Ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

Sec. 2-196. Ethics complaints.

- (a) Any person may file an ethics complaint alleging a violation of any of the provisions of this article by a City Official by completing and submitting to the City Clerk the ethics complaint form provided by the City. The person filing an ethics complaint shall be referred to in this article as the "complainant." In the event the City Clerk is the subject of an ethics complaint, all duties of the City Clerk in this article shall be undertaken by the City Administrator.
- (b) The ethics complaint shall, at a minimum, identify the specific provisions of this article alleged to be violated, shall be supported by affidavits based on personal knowledge, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit shall be attached to the affidavit. Every ethics complaint shall be signed and notarized, and shall contain the following statement:

"I have read the ethics complaint and aver that the facts contained therein are true to the best of my knowledge and belief, and I am aware that the Ethics Ordinance authorizes the imposition of penalties against me for filing a frivolous complaint, including without limitation, payment of costs and attorney's fees associated with the handling and processing of the ethics complaint, and/or all other penalties applicable under the law."
- (c) An ethics complaint shall be filed within six months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure, within six months of the date the alleged violation was or should have been discovered by the complainant after due diligence so long as such date is not more than one (1) year after the date the alleged violation is said to have occurred.
- (d) No action may be taken on any ethics complaint which arises out of substantially the same facts or circumstances which have previously served as the basis for an ethics complaint pursuant to this article.
- (e) A separate ethics complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. The person alleged to have violated this article shall be referred to in this article as the "respondent."

Sec. 2-197. Board of ethics.

- (a) Notwithstanding the requirements of Section 2-111 of this Code, the Board of Ethics ("Board") shall be composed of five (5) individuals, who shall serve for terms of four (4) years. All members of the Board shall serve until their successors are appointed.

- (b) Members of the Board shall be appointed by a majority vote of the mayor and councilmembers, provided that no individual may be appointed to the Board who receives more than one negative vote.
- (c) The mayor and council may also appoint up to two alternate members to serve on the Board in the event a Board member is disqualified to hear a complaint due to a conflict or resigns prior to the final resolution by the Board of an ethics complaint. Alternates shall be appointed in the same manner as members of the Board, and shall meet the same qualifications as set forth below.
- (d) Member Qualifications:
 - (1) Three members of the Board and one alternate shall meet the following qualifications:
 - (a) Are attorneys at law in good standing with the State Bar of Georgia;
 - (b) Have been a member of the State Bar of Georgia for at least five years, and have at least five years experience in the practice of law, with no less than three of those years dedicated to general civil litigation practice;
 - (c) Are not, and have never been, an employee or City official, and are not the spouse, parent, child, or sibling of an existing or former employee or City official;
 - (d) Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting City Council members or any business in which a sitting City Council member has a substantial interest, have not provided monetary or in-kind campaign contributions to sitting City Council members, and otherwise have no conflict of interest in providing service on the Board; and
 - (e) Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
 - (2) Two members of the Board and one alternate shall meet the following qualifications:
 - (a) Are residents of the city and have been residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the Board.
 - (b) Are not, and have never been, an employee or City official, and are not the spouse, parent, child, or sibling of an existing or former employee or City official;
 - (c) Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting City Council members or any business in which a sitting City Council member has a substantial interest, have not provided monetary or in-kind campaign contributions to sitting City Council members, and otherwise have no conflict of interest in providing service on the Board; and
 - (d) Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years

have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

- (e) Upon appointment, members of the Board and any alternates shall sign an affidavit attesting to their qualification to serve as a member of the Board.

Sec. 2-198. Processing ethics complaints.

- (a) Upon receipt of an ethics complaint, the City Clerk shall, within five (5) business days from receipt of the ethics complaint, determine whether the ethics complaint on its face satisfies the requirements of section 2-196 of this article.
 - (1) If the ethics complaint does not meet the requirements set forth in section 2-196 of this article, the City Clerk shall notify the complainant in writing of the defect(s) via certified mail, return receipt requested. Thereafter, the complainant shall be afforded ten (10) business days from receipt of the notification of defect from the City Clerk to cure any defects that may be cured and re-submit the ethics complaint. If an ethics complaint is not re-submitted within the allotted time period, the City and the City Clerk shall take no further action on the ethics complaint.
 - (2) If the City Clerk finds that the ethics complaint meets the requirements of section 2-196 of this article on its face, the ethics complaint will be processed pursuant to the provisions of this article.
- (b) Upon confirmation by the City Clerk that the ethics complaint meets the requirements of section 2-196 of this article on its face, the City Clerk shall promptly forward a copy of the ethics complaint by certified mail, return receipt requested, to the City official against whom the ethics complaint was filed.
- (c) The respondent shall respond to the ethics complaint within 30 days of receipt of the ethics complaint from the City Clerk. The respondent's response may be supported by affidavits based on personal knowledge and shall show affirmatively that the affiant is competent to testify to the matters stated therein. The response may include allegations of a violation of section 2-210 of this article. All documents referred to in an affidavit shall be attached to the affidavit. The respondent shall verify the response by his or her signature thereon, which shall be notarized.
- (d) Within 60 days of the determination by the City Clerk that the ethics complaint meets the requirements of section 2-196 of this article, unless such time is extended by the Board to hear the ethics complaint upon good cause shown, the Board shall convene a meeting to conduct an initial review of the ethics complaint to determine whether specific, substantiated evidence from a credible source(s) exists in the ethics complaint to support a reasonable belief that there has been a violation of this article.
- (e) If, after reviewing the ethics complaint, the Board determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article or determines that no violation occurred as a matter of applying the facts alleged and accepted as true to the terms of the article, the Board shall dismiss the ethics complaint without further proceedings. Such dismissal shall be entered in writing stating the basis therefor.

- (f) If the Board determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article by the respondent, the Board shall set a hearing for consideration of the allegations of the ethics complaint, which hearing shall be held in not less than thirty (30) days and not more than forty-five (45) days from the date of notice for the hearing ("ethics hearing"). Written notice of the ethics hearing, containing the time, date, and place of such hearing, shall be sent to the complainant and the respondent by the City Clerk by certified mail, return receipt requested.

Sec. 2-199. Ethics hearings.

- (a) All ethics hearings shall be conducted so as to ensure the requirements of due process. At the ethics hearing, the complainant and respondent shall be entitled to make opening statements, testify, present witnesses and evidence, and make a closing statement after the submission of all evidence. Both the complainant and the respondent shall be allowed to question any witness that testifies.
- (b) The respondent and the complainant shall be entitled to be represented by legal counsel at all stages of consideration of an ethics complaint, including at the ethics hearing.
- (c) The Board may not call witnesses or tender evidence of its own accord; however, members of the Board may question any witnesses that are called to testify by either the respondent or the complainant.
- (d) Any final determination resulting from the ethics hearing shall include written findings of fact and conclusions of law. In reaching its decision on the ethics complaint, the Board shall decide if clear and convincing evidence presented at the ethics hearing establishes a violation of this article.

Sec. 2-200. Organization and internal operating regulations.

- (a) The Board shall elect a chairperson to preside over meetings and hearings of the Board.
- (b) Members of the Board shall serve without compensation.
- (c) The City Council shall provide meeting space for the Board. Subject to budgetary procedures and requirements of the City, the City shall provide the Board with such supplies and equipment as may be reasonably necessary to perform its duties and responsibilities. The City Clerk shall serve as recording secretary to the Board.
- (d) Subject to budgetary procedures and requirements of the City, the City Attorney shall be available to assist the Board in carrying out its responsibilities or to act as an ethics hearing administrator, whose duties shall be limited to conducting the ethics hearing as directed by the Board. In the event the City Attorney has a conflict of interest in acting as an ethics hearing administrator on a particular case, the Board may petition the City Council for appointment of counsel on a case-by-case basis. Any such appointed counsel shall be approved by the City Council, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board and the City Council.
- (e) The chairperson shall be entitled to the same voting rights as the other members of the Board.

- (f) All meetings or public hearings shall be open to the public and conducted in accordance with the open meeting requirements under state law. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting.
- (g) No official action concerning complaints shall be taken by the Board, except by the affirmative vote of a majority of the Board.

Sec. 2-201. Removal of members.

The City Council may remove a member of the Board on grounds of neglect of duty or misconduct in office. For purposes of this section, a Board member that, without good cause, misses two scheduled Board meetings during the handling of a single case shall be deemed to have neglected their duty such that no further evidence demonstrating neglect need be shown. Before initiating the removal of a member from the Board, the City Council shall give the member written notice of the reason for the intended action, and the member shall have the opportunity to reply. Thereafter, the City Council shall afford such member an opportunity for a hearing before the City Council. Upon removal of a member by the City Council, the City Council shall promptly undertake to appoint a replacement member.

Sec. 2-202. Resignation of member.

Any Board member's resignation shall be submitted in writing to the City Clerk who shall forward the resignation to the City Council, the Mayor, and the other members of the Board. A resignation shall be deemed effective upon submission to the City Clerk and cannot be revoked. Upon receipt of the resignation, the Mayor and Council shall appoint a new member to the Board.

Sec. 2-203. Duties and powers.

The Board shall have the following duties and powers:

- (1) To establish any procedures, rules, and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules, and regulations do not conflict with any provision contained herein;
- (2) To consider and hear complaints of violations of this article;
- (3) To administer oaths;
- (4) To recommend such action as provided in this article as deemed appropriate because of any violation of this article; and
- (5) To perform any other function authorized by this article.

Sec. 2-204. Custodian of records.

The City Clerk shall serve as legal custodian of the Board records, and shall accept, file, maintain, and administer, in accordance with all applicable laws, any information related to the purposes of this article.

Sec. 2-205. Limitation of liability.

No member of the Board, or any person acting on behalf of the Board, shall be liable to any person for any damages arising out of the enforcement or operation of this ethics article, except in the case of willful or wanton misconduct. This limitation of liability shall apply to the City, the members of the Board, the City Clerk, the City Attorney, and any person acting under the direction of the Board.

Sec. 2-206. Disciplinary action.

- (a) Upon a determination that a City official has violated this article, the Board shall recommend to the mayor and the City Council that the City impose any combination of the following penalties and actions:
 - (1) No further action;
 - (2) Written warning, censure, or reprimand;
 - (3) Request for resignation from office;
 - (4) Removal from office to the extent provided by Georgia law; and
 - (5) Repayment to the City of any unjust enrichment.
- (b) The City Council shall retain the discretion to determine whether any recommendation presented by the Board under subsection (a) shall be imposed. In exercising this discretion, the City Council shall not be bound by the recommendation of the Board and may impose any combination of the penalties listed in the relevant section. This discretion shall not entitle the City Council to override a determination by the Board that a violation has occurred.
- (c) In addition to any other remedy provided herein, upon determination of a violation of this article, the Board may recommend to the mayor and the City Council in writing that any task order, contract, bid, or change order that was the subject of the violation be cancelled or rescinded. The City Council shall retain the discretion to determine whether such a cancellation or rescission would be in the best interest of the City and shall not be bound in any way by a recommendation of the Board.
- (d) In addition to any other remedy provided herein, the Board may also forward its written decision to the Fulton County District Attorney's Office, the Office of the Governor, or other investigatory, prosecutorial, or regulatory agency for appropriate action.

Sec. 2-207. Judicial review.

- (a) Any party against whom a decision of the Board is rendered may obtain judicial review of the decision by writ of certiorari to the Superior Court of Fulton County. The application for the writ shall be filed within 30 days from the date of the decision of the City Council with respect to the punishment to be imposed. If the Board dismisses the ethics complaint or finds no violation to have been proven by clear and convincing evidence after an ethics hearing, the writ shall be filed within 30 days of the written dismissal or decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

- (b) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

Sec. 2-208. Ex parte communications.

- (a) After an ethics complaint has been filed and during the pendency of an ethics complaint before the Board, no member of the Board may communicate directly or indirectly with any party or other person about any issue of fact or laws regarding the ethics complaint, except as follows:
 - (1) The members of the Board may obtain legal advice from the City attorney and may discuss the ethics complaint with any City staff provided by the City Council to assist the Board; and
 - (2) The members of the Board may discuss the ethics complaint at a lawfully conducted meeting.
- (b) If any person attempts to communicate with a Board member regarding an ethics complaint pending before the Board, the Board member shall report the substance of the communication to the Board on the public record at the next meeting or hearing of the Board.
- (c) No Board member shall undertake an independent investigation of any complaint or matter before the Board.

Sec. 2-209. Confidentiality of ethics board information.

No member of the Board, city staff, nor any other public servant who has access to any confidential information related to the functions or activities of the Board, shall divulge that information to any person not authorized to have it.

Sec. 2-210. Wrongful use of this article.

- (a) The purpose of this article is to maintain a high standard of ethical behavior by City officials. This will be most effective when City officials and citizens work together to set and maintain high ethical standards.
- (b) In order to accomplish this purpose, ethics complaints shall be based on fact and have the intent to improve the ethical climate of the City.
- (c) A wrongful use of this article shall occur if and when a frivolous, false, or politically motivated ethics complaint is filed in a negligent, reckless, or purposeful manner without a basis in law or fact and for purpose other than reporting a violation of this article.
- (d) In deciding if an ethics complaint is a wrongful use of this article, the Board shall consider the following, without limitation:
 - (1) The timing of the ethics complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, when the ethics complaint was filed, and the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;

- (2) The nature and type of publicity surrounding the filing of the ethics complaint, and the degree of participation by the complainant in publicizing the fact that an ethics complaint was filed;
 - (3) The existence and nature of any relationship between the respondent and the complainant before the ethics complaint was filed;
 - (4) If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
 - (5) Whether the complainant knew or reasonably should have known that the allegations in the ethics complaint were groundless; and
 - (6) The complainant's motives in filing the complaint.
- (e) Allegations of a violation of this section shall be raised by the respondent as part of the respondent's response to an ethics complaint.
 - (f) Allegations of a violation of this section shall be considered by the Board considering the ethics complaint that is alleged to be a violation of this section. Evidence supporting and opposing the allegations of a violation of this section shall be presented at the same ethics hearing conducted with respect to the ethics complaint that is alleged to be a violation of this section.
 - (g) Upon a finding by the Board that clear and convincing evidence of a violation of this section was presented at the ethics hearing, the Board shall recommend to the mayor and the City Council that the City impose any combination of the following penalties and actions:
 - (1) Public reprimand;
 - (2) Criminal prosecution for perjury; and
 - (3) Payment of costs and attorney's fees associated with the handling and processing of the ethics complaint. For purposes of this subsection, the term "costs" shall include the staff time dedicated to processing the ethics complaint as well as copy costs and other directly attributable administrative expenses. For purposes of this subsection, the phrase "attorney's fees" shall include the reasonable fees of the attorney retained, if any, by the subject of the ethics complaint as well as any fees necessary to be paid to the Board attorneys.

Sec. 2-211. Reimbursement for reasonable attorney's fees.

In the event an ethics complaint brought against the respondent arising out of their official duties is dismissed (by either voluntary withdrawal of the complaint by the complainant or by action of the Board dismissing the complaint as unfounded or otherwise subject to dismissal), the respondent shall be entitled to reimbursement from the City for reasonable attorney's fees incurred in defending said ethics complaint. Upon securing a final determination by the Board of the complaint being dismissed (to include voluntary withdrawal of the complaint by the complainant), the respondent shall submit a copy of the order making such findings or complainant's withdrawal, whichever is applicable, to the Alpharetta City Administrator along with a copy of all applicable itemized attorney's fees incurred in defending same. The itemized attorney's fees shall have attorney time and tasks broken down in one-tenth of an hour

increments along with the attorney's hourly fee, coupled with a sworn statement by the attorney that the amount submitted for repayment is the same amount for which the respondent would otherwise have been responsible, or has already paid. Other than attorney time, no other expense or fees shall be subject to reimbursement.

The City Administrator shall submit the attorney fee statement to the City Attorney for a determination of reasonableness, of which determination shall be provided in writing (including e-mail) to the City Administrator. Upon all or a portion of the fees being deemed reasonable, the City Administrator shall submit all documentation to the City Finance Department for issuance of a reimbursement check to the respondent or respondent's attorney, at respondent's discretion. In no event shall reimbursement under this paragraph exceed \$10,000.00 per ethics complaint.

Secs. 2-212—2-224. Reserved.

ARTICLE V. CODE OF ETHICS AND CONDUCT¹

Sec. 2-189. Purpose.

Recognizing that stewardship of the public interest must be their primary concern, city officials will work for the common good of the people of Alpharetta and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions.

The purpose of this code of ethics is to:

- (1) Encourage high ethical standards in official conduct by city officials;
- (2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (4) Serve as a basis for disciplining those who refuse to abide by its terms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-190. Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and policies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-191. Definitions.

Solely for the purpose of this code of ethics:

City official or *official*, unless otherwise expressly defined does not include city employees but does mean the mayor and members of the city council. The term "city official" also includes all individuals, including city

¹Editor's note(s)—Ord. No. 755, § 1, adopted Apr. 30, 2018, amended art. V in its entirety to read as herein set out. Former art. V, §§ 2-189—2-204, pertained to similar subject matter, and derived from Code 1989, §§ 2-141—2-147, 2-149—2-155, 2-157, 2-158; Ord. No. 587, §§ 1—7, 9—15, 17, 18, adopted May, 1, 2006; and Ord. No. 662, §§ 1—7, 9—15, 17, 18, adopted May, 21, 2012.

State law reference(s)—Code of ethics for governmental service, O.C.G.A. § 45-10-1; conflicts of interest, O.C.G.A. § 45-10-10 et seq.

employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Financial interest means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the official, other than the duly authorized salary or compensation for the official's services to the city, or to any person employing or retaining the services of the official or to a person or entity in which the official has a substantial interest.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Reasonably foreseeable means a result or event that can be reasonably anticipated or expected, and is more than hypothetical or theoretical.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (1) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (2) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-192. Conduct.

- (a) *Conduct of city officials.* The professional and personal conduct of city officials must be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, or the staff.
- (b) *Respect for process.* City officials shall perform their duties in accordance with the processes and rules of order established by the city council and boards and commissions governing the deliberation of public policy

issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

- (c) *Conduct of public meetings.* City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
- (d) *Decisions based on merit.* City officials shall base their decisions on the merits and substance of the matter at hand.
- (e) *Communication.* City officials shall publicly share substantive information that is relevant to a matter under consideration by the council or boards and commissions which they may have received from sources outside the public decision-making process.
- (f) *Policy roles of city officials.* City officials shall respect and adhere to the structure of government of Alpharetta as outlined in the city Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, commissions, and city staff.
- (g) *Liaison responsibility.* City officials serving as liaisons to city departments shall serve to facilitate communications and information from those departments to city council, but shall not direct the activities of the department directors. City officials shall not interfere with the day-to-day administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement council policy decisions.
- (h) *Independence of boards and commissions.* Because of the value of the independent advice of boards and commissions to the public decision-making process, city officials of council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings.
- (i) *Positive work place environment.* City officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. City officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-193. Prohibitions.

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, or where it is reasonably foreseeable to a reasonable person that the decision will have a financial effect to a person or entity in which the official has a substantial interest unless it can be demonstrated that the financial effect is indistinguishable from the effect on the public generally, shall fail to disclose for the record the substantial interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) Where the substantial interest of a city official has not been disclosed as required by subsection (b) of section 2-193 by reason of a city official's absence from the meeting referred to therein, the city official shall disclose the interest and otherwise comply with subsection (b) of section 2-193 at the first meeting of the council, board or commission, as the case may be, attended by the city official after the meeting referred to in subsection (b) of section 2-193.

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- (d) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
 - (e) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
 - (f) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
 - (g) Public property shall be disposed of in accordance with state law.
 - (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
 - (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
 - (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
 - (k) No city official shall utilize the city's name or logo for the purpose of endorsing any business.
 - (l) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
 - (m) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
 - (n) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
 - (o) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
 - (p) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
 - (q) A city official shall represent the official policies or positions of the city council, board and commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
 - (r) In keeping with their role as stewards of the public interest, members of council shall not appear on behalf of the private interests of third parties before the council or any board or commission, or proceeding of the city, nor shall members of boards and commissions appear before their own bodies or before the council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-194. Conflict of interest.

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-195. Board of ethics.

- (a) The board of ethics of the city (the "board") shall be composed of five residents of the city to be appointed as follows: the mayor and councilmembers shall each designate two qualified citizens to provide a pool of 14 individuals who have consented to serve as a member of such board and who will be available for a period of two years to be called upon to serve in the event a board is appointed. The city clerk shall maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the mayor and council, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until five members of the board have been appointed. Such board will elect one of its members to serve as chair.
- (b) All members of the board shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.
- (c) The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of 14. The mayor and councilmembers who originally designated the departing members shall designate their replacements.
- (d) No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.
- (e) Members of the board with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board for that complaint. An alternate member of the board shall be selected in the same manner as the disqualified individual.
- (f) The members of the board shall serve without compensation. The city council shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
- (g) No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- (h) No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Alpharetta.

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- (i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board.
 - (j) Members of the board may be removed with or without cause by majority vote of the city governing authority.
 - (k) The city attorney shall be available to provide legal advice to the board and shall attend all meetings and hearings of the board to insure that all proceedings are conducted properly and in accordance with applicable law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting. The mayor and council shall be the body to take final action as provided in section 2-199.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-196. Receipt of complaints; initial review.

- (a) All complaints against city officials shall be filed with the city clerk. All complaints shall be submitted in writing and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the city clerk or the clerk's designee shall forward a copy of the complaint to the mayor and council and city official or officials charged in the complaint within no more than seven calendar days. The charged official may, but is not required, to file a response to the board. If a response is provided, it shall be filed not later than ten calendar days after receipt of the complaint. The response shall be submitted in writing and signed under oath and shall address why the complaint is invalid on its face. All determinations under this section shall be made not later than 30 days after the filing of the complaint.
- (b) Upon receipt of a complaint in proper form, the board shall conduct an initial review to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city council any complaint dismissed under this section. For complaints that are not dismissed or adjudicated within the deadline under this section, the board shall proceed as set forth in section 2-197.
- (c) The board is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-197. Further proceedings on complaints.

- (a) If the board does not dismiss the complaint pursuant to section 2-196 or if no action is taken within the deadline stated in this section, the city clerk or board shall cause the complaint to be formally served on the city official charged as soon as practicable but in no event later than seven calendar days after the determination of the board. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. The official shall, within 20 days of service submit a response to the board addressing the charges. Such response shall be in writing, and under oath. A hearing shall be held within 60 calendar days after filing of the complaint. The board is empowered to conduct investigations, to take

evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. The decision of the board shall be rendered to mayor and council within seven calendar days after completion of the final hearing. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city council to act upon any complaint.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-198. Right to appeal.

- (a) Any city official or complainant adversely affected by the findings or recommendations of the board may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of Fulton county within 30 days after the decision of the board. The filing of such application shall act as supersedeas.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-199. Penalty.

Any person violating any provision of this article is subject to:

- (1) Public reprimand or censure by the city council; or
- (2) Request for resignation by the vote of city council.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-200. Implementation.

Ethical standards shall be included in the regular orientations for candidates for city council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

(Ord. No. 755, § 1, 4-30-2018)

Secs. 2-201—2-224. Reserved.



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: August 28, 2023

AGENDA ITEM:

Invitation to Bid 24-003: Public Safety Vehicle Purchase

Consideration of approval to award ITB 24-003 to Carl Black Buick GMC for purchasing Public Safety thirteen (13) vehicles, approval to have those vehicles upfitted by Dana Safety Supply Inc., and authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of ITB 24-003 to Carl Black Buick GMC for purchasing thirteen Public Safety vehicles and have those vehicles upfitted by Dana Safety Supply Inc. and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE PROJECT'S TOTAL COST IS \$710,449.69, WHICH IS THE COST FOR THIRTEEN VEHICLES AND THE UPFIT COST.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Fleet Replacement 30131150 - 542200 - C1202	\$710,449.69

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

After consulting with Finance, the Public Safety Department decided to go out for bid for 16 vehicles instead of using a state contract vendor for many reasons, which include:

- Historically, we purchase pursuit-rated SUVs for Admin staff as part of the total fleet order. Due to supply chain issues and cost increases, we find searching for lower-cost retail vehicles to fulfill the departments' operational needs advantageous.
- State contract vehicles are in high demand, with ordering caps and shrinking government incentives that bring pricing comparable to retail vehicles.
- High-demand vehicles mean longer wait times from the factory, so going outside the "Big 3" (Ford, Chevrolet, and Dodge) means faster turnaround and delivery for Admin vehicles.
- Smaller, more fuel-efficient SUVs and trucks are less expensive to operate and maintain with 4-cylinder engines.
- Service at local Ford dealerships has been extremely slow, and turnaround times (weeks vs. days at the GMC competitor).

- As a comparison based on bid pricing for non-pursuit-rated Admin vehicles versus state contract pursuit-rated Admin vehicles, the realized savings is \$95,691.19 over 13 vehicles.

The PS Department prepared specifications and details for 16 vehicles and advertised for competitive bids on August 3, 2023. Bids for the procurement were received on August 22, 2023. The department received a total of two (2) bids:

1. Carl Black Buick GMC of Roswell
2. Hardy Automotive Fleet and Government Sales

The department reviewed the bid Carl Black Buick, GMC of Roswell, submitted. After review, thirteen (13) vehicles had all the minimum specified requirements in the bid document. However, three (3) of the 2023 GMC Terrains did not have all the required minimum specifications; therefore, those vehicles were removed from the eligible purchase list.

The department reviewed the bid submitted by Hardy Automotive Fleet and Government Sales. After review, seven (7) of the vehicles submitted did not meet the minimum specification requirements listed in the bid documents; therefore, those vehicles were removed from the eligible purchase list. The two (2) 2023 GMC Acadia's were more expensive than the Carl Black submission, and Hardy Automotive did not submit bid pricing for the six (6) 2023 GMC Canyons.

The department has determined that Carl Black Buick GMC is the lowest bidder for 13 vehicles of the 16 originally requested in the bid. The total cost for all 13 vehicles is \$547,747.

In addition to the vehicle purchase, we request approval for the upfit of the thirteen (13) vehicles from Dana Safety Supply Inc. through the City's On-Call Public Safety Vehicle Upfitting contract for an amount totaling \$162,709.69. A spreadsheet detailing the costs of the vehicle upfitting is attached.

ALTERNATIVES:

Council could not award the bid.

ATTACHMENTS:

1. Carl Black Buick GMC Submission
2. Hardy Automotive Fleet Group Submission
3. ITB 24-003 Solicitation Documents
4. 24-003 - Scoring Summary
5. ITB 24-003 Bid Tab Final
6. SO# 497527 - Alpharetta (Canyon)
7. SO# 497528 - Alpharetta (Canyon FM)
8. SO# 497580 - Alpharetta (Terrain)
9. SO# 497590 - Alpharetta (Acadia)
10. SO# 497597 - Alpharetta (GMC Sierra 1500)
11. SO# 497600 - Alpharetta (GMC Sierra 2500HD)
12. Carl Black and UpFit Detail Pricing

ITB 24-003, Public Safety Vehicle Purchase

Carl Black Buick GMC
11225 Alpharetta Hwy, Roswell, GA 30076

Business Profile

Carl Black Buick GMC of Roswell is part of the Carl Black Automotive Group comprising of five dealerships across Florida, Georgia, and Tennessee. With 23 years in the commercial fleet business, Carl Black has the experience, resources, and proximity to meet the needs of the City of Alpharetta. The management team has successfully navigated inventory needs for fleets with thousands of vehicles while expanding relationships at General Motors to assist with factory orders.

Contact

Tod Baker
General Manager
11225 Alpharetta Hwy
Roswell, GA 30076
Mobile: 678-898-0644
Email: todbaker@carlblack.com

Timeline

Vehicles identified with a VIN are currently in our inventory and can be secured upon bid approval. Delivery of stock units can be arranged within 48 hours.

Factory orders take approximately 12-18 weeks to deliver and are subject to production and transportation delays out of our control.

The team at Carl Black will work diligently with your procurement agent to pursue available inventory across the entire dealership network and review alternatives as needed.

City of Alpharetta
ITB 24-003: Public Safety Vehicle Purchase
Bid Sheet

Directions: Bidder should complete the highlighted items.

Item Description	Specification Reference	Quantity	Color	Last (4) Digits of VIN	Unit Price
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	BLACK	5436	\$ 44,226.00
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	BUILD	\$ 43,130.00
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	BUILD	\$ 43,130.00
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	BUILD	\$ 43,130.00
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White	1250	\$ 42,657.00
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White	BUILD	\$ 41,507.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	MARINE METALLIC	1640	\$ 31,567.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	BLACK	5090	\$ 32,032.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	BLACK	6457	\$ 30,642.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	WHITE	BUILD	\$ 30,550.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	WHITE	BUILD	\$ 30,550.00
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	STERLING METALLIC	3924	\$ 35,055.00
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	STERLING METALLIC	2543	\$ 35,055.00
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White	BUILD	\$ 49,601.00
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White	BUILD	\$ 49,601.00
2023 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck (White)	2. F.	1	White	BUILD	\$ 59,555.00
Total					\$ 641,988.00
Bidder's Name:	CARL BLACK BUICK GMC				
Address:	11225 ALPHARETTA HWY, ROSWELL, GA 30076				
Type Name and Title of Authorized Signer:	TOD BAKER, GENERAL MANAGER				
Authorized Signer Phone Number:	678-898-0644				
Authorized Signer Email Address:	TODBAKER@CARLBLACK.COM				

CITY OF ALPHARETTA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM



By executing this affidavit, the undersigned contractor verifies its individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

349132

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

03/04/2016

Date Of Authorization

Carl Black Automotive Group

Name Of Contractor

Name Of Project

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

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

Executed On: May 26, 2022

in City: Roswell

State GA



Kathy Livingston

Signature Of Authorized Officer Or Agent

Kathy Livingston

Printed Name Of Authorized Officer Or Agent

Human Resources Director

Printed Title Of Authorized Officer Or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

15th

DAY OF

March

, 20

23

Kathy L Vaughn
NOTARY PUBLIC

March 28, 2026
My Commission Expires On





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.

CARL BLACK BUICK GMC LLC
Company Name

[Signature]
Signature of Authorized Officer or Agent

8/16/2023
Date

Tod Baker General Manager
Printed Name & Title of Authorized Officer or Agent

11227 ALPHARETTA HWY Roswell
Company Address

GA 30074

Subscribed and sworn before me on this the

16 day of August, 2023

Kathy L Vaughn
Notary Public

March 28, 2026
My Commission Expires
(Notary Stamp)



**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CARL BLACK BUICK GMC LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions
11225 ALPHARETTA HWY

6 City, state, and ZIP code
ROSWELL, GA 30076

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	8	-	2	5	7	6	9	2	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Kathy Vang

Date ►

3-23-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

[Projects](#) / [Public Safety Vehicle Purchase](#) / ITB 24-003: Public Safety Vehicle Purchase (Q-01BJ)

All Questions	Carl Black Buick GMC Open... Scorecard	Hardy Automotive Fleet Group Open... Scorecard
1.0.1 Addenda Acknowledgement, enter the number of addenda received: Response Type: Select 0, 1, 2, etc.	Response: 1 Addendum clarified vehicle requirements for 2500 SLE.	No Comment Provided
Info Only		
2.0.1 Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	Response: N/A No Comment Provided	No Comment Provided
Info Only		



HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES
COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

CITY OF ALPHARETTA

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro





Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Quote Worksheet

	MSRP
Base Price	\$46,100.00
Dest Charge	\$1,895.00
Total Options	\$5,080.00
Subtotal	\$53,075.00
FLEET ADJUSTMENT	(\$6,900.00)
Subtotal Pre-Tax Adjustments	(\$6,900.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$46,175.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$46,175.00

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7100.00 lbs

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 MPG	Fuel Economy Est-Combined	17 MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (☒ Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	10.3	EPA Greenhouse Gas Score	N/A
--	------	--------------------------	-----

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	-3.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2846 lbs
Curb Weight - Rear	1982 lbs	Option Weight - Front	116.00 lbs
Option Weight - Rear	23.00 lbs	Reserve Axle Capacity - Front	838.00 lbs
Reserve Axle Capacity - Rear	1798.00 lbs	As Spec'd Curb Weight	4964.00 lbs
As Spec'd Payload	2136.00 lbs	Maximum Payload Capacity	2272.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4828.00 lbs	Reserve Axle Capacity	2636.00 lbs
Total Option Weight	139.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7100.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9200 lbs	Wt Distributing Hitch - Max Tongue Wt.	920 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8300 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2075 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES
COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (☒ Complete)

Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3800 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3800 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	3800 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Chassis

Brakes

Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.43 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.92 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.51 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	69.92 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Dimensions

Cargo Area Dimensions

Cargo Volume	62.9 ft ³	Ext'd Cab Cargo Volume	N/A
--------------	----------------------	------------------------	-----

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Selected Model and Options

MODEL

CODE	MODEL
TK10543	2023 GMC Sierra 1500 4WD Crew Cab 147" Pro

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring Dynamic Fuel Management (Includes (KW7) 170-amp alternator and (MHT) 10-speed automatic transmission. Requires (G80) auto-locking rear differential. Not available with T*10703 models.)

TRANSMISSION

CODE	DESCRIPTION
MHT	Transmission, 10-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)

GVWR

CODE	DESCRIPTION
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1SA	Pro Preferred Equipment Group includes standard equipment

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

WHEELS

CODE	DESCRIPTION
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Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) 6-spoke Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.)
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TIRES

CODE	DESCRIPTION
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QBN	Tires, 255/70R17 all-season, blackwall (STD)
-----	--

SPARE TIRE

CODE	DESCRIPTION
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QBR	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
-----	--

PAINT

CODE	DESCRIPTION
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GAZ	Summit White
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SEAT TYPE

CODE	DESCRIPTION
------	-------------

AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
-----	--

SEAT TRIM

CODE	DESCRIPTION
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H1T	Jet Black, Cloth seat trim
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RADIO

CODE	DESCRIPTION
------	-------------

IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
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OPTION DISCOUNT

CODE	DESCRIPTION
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—	Option/package discount (Requires (L3B) 2.7L Turbo High-Output engine or (PEB) Pro Value Package or (WBP) Graphite Edition with (L3B) 2.7L Turbo High-Output engine.) *DISCOUNT*
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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
PCI	Convenience Package includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (K34) cruise control and (DLF) outside power mirrors. ((K34) Cruise control can be upgraded to (KSG) Adaptive Cruise Control if desired. Included with (PEB) Pro Value Package. Available to upgrade to (DPO) outside power-adjustable vertical trailering mirrors.)
PCR	Connectivity and Entertainment Package includes (PPW) Wireless Phone Projection, (UE1) OnStar and GMC connected services, (VV4) Wi-Fi Hotspot capable, (U2K) SiriusXM and GMC Connected Access capable (Included with (WBP) Graphite Edition.)
PEB	Pro Value Package includes (PCI) Convenience Package and (Z82) Trailering Package ((K34) Cruise control can be upgraded to (KSG) Adaptive Cruise Control if desired. Not available with (ZW9) pickup bed delete. Required with (WBP) Graphite Edition.) *GROSS*
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Requires (G80) auto-locking rear differential with (L84) 5.3L EcoTec3 V8 engine. Not available with (ZW9) pickup bed delete. Included with (PEB) Pro Value Package.)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine. Included with (X31) X31 Off-Road Package.)
KC4	Cooling, external engine oil cooler (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (VYU) Snow Plow Prep Package or (L3B) 2.7L Turbo High-Output engine.)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
AKO	Glass, deep-tinted (Included and only available with (PCI) Convenience Package.)
DLF	Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release, includes hitch area light (Included and only available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate.)
UF2	LED Cargo Area Lighting located in cargo bed activated with switch on center switch bank or key fob (Included with (PCI) Convenience Package. Not available with (ZW9) pickup bed delete.)
VK3	License plate kit, front (will be forced on orders with ship-to states that require front license plate)

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
PPW	Wireless phone projection, for Apple CarPlay and Android Auto (Included and only available with (PCR) Connectivity and Entertainment Package.)
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with (PCR) Connectivity and Entertainment Package. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)
VV4	Wi-Fi Hotspot capable (Included and only available with (PCR) Connectivity and Entertainment Package. Terms and limitations apply. See onstar.com or dealer for details.)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
—	Compass, located in instrument cluster (Included and only available with (UE1) OnStar.)
—	GMC Connected Access capable (Included and only available with (PCR) Connectivity and Entertainment Package. Subject to terms. See onstar.com or dealer for details.)
C49	Defogger, rear-window electric (Included and only available with (PCI) Convenience Package.)
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package.)
N37	(DISCONTINUED) Steering column, manual Tilt-Wheel and telescoping
R7N	Not Equipped with Steering Column Lock, see dealer for details (Beginning with start of production, vehicles will be forced to include (R7N) Not Equipped with Steering Column Lock, which removes Steering Column Lock. See dealer for details.) *CREDIT*

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
CTT	Hitch Guidance (Included and only available with (Z82) Trailering Package.)
R9M	3 years of OnStar & Connected Services Plan see onstar.com for information. Access the entire suite of OnStar Safety & Security Services and Connected Services. For retail customers, this includes the OnStar Guardian app, connectivity for available In-Vehicle Apps, In-Vehicle Wi-Fi Hotspot data and Remote Access through the myGMC mobile app. Fleet customers will receive OnStar Vehicle Insights instead of Remote Access. (Included and only available with (UE1) OnStar and GMC connected services capable. Eligible vehicles receive 3-years of the OnStar and Connected Services Premium Plan, including the Connected Vehicle Plan and the OnStar Safety & Security Plan. Connected Vehicle Plan includes connectivity for available in-vehicle apps, Remote Access Plan (excluding Fleet vehicles, which will receive OnStar Vehicle Insights) and In-Vehicle Wi-Fi Hotspot data. OnStar Safety & Security Plan includes access to the OnStar Guardian App, Automatic Crash Response, Emergency Services, Crisis Assist, Roadside Assistance and Stolen Vehicle Assistance.)
UE1	OnStar and GMC connected services capable (Included and only available with (PCR) Connectivity and Entertainment Package. Terms and limitations apply. See onstar.com or dealer for details.)

Options Total

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Standard Equipment

Package
GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical
Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)
Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)
Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) 2.7L Turbo High-Output engine.) (STD)
Rear axle, 3.42 ratio (Included and only available with (L3B) 2.7L Turbo High-Output engine.)
GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo High-Output engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.) (STD)
Push Button Start
Automatic Stop/Start
Transfer case, single speed, electronic Autotrac with push button control (4WD models only)
Suspension Package, Standard
Four wheel drive
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) 2.7L Turbo High-Output engine.)
Frame, fully-boxed, hydroformed front section
Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included and only available on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as an SEO option.)
Cargo tie downs (12), fixed
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Capless Fuel Fill
Exhaust, single outlet
Exhaust, aluminized stainless-steel muffler and tailpipe

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Exterior

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
- Tires, 255/70R17 all-season, blackwall (STD)
- Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (UD7) Rear Park Assist or (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
- Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
- CornerStep, rear bumper
- Grille (Chrome header with flat black grille insert bars)
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
- Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
- Mirrors, outside manual, Black (Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (✔ Complete)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display, located in radio display
- Brake lining wear indicator
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available on Regular Cab models.)
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone manual
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Interior

- Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Retail] 2023 GMC Sierra 1500 (TK10543) 4WD Crew Cab 147" Pro (Complete)

Safety-Interior

- HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
- Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
- Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
- Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
- Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)
- Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)
- Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps, LED signature lighting

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit



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CITY OF ALPHARETTA

Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE





Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Quote Worksheet

	MSRP
Base Price	\$28,700.00
Dest Charge	\$1,395.00
Total Options	\$495.00
Subtotal	\$30,590.00
fleet adjustment	(\$3,465.00)
Subtotal Pre-Tax Adjustments	(\$3,465.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$27,125.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$27,125.00

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Technical Specifications

Powertrain

Transmission			
Drivetrain	Front Wheel Drive	Trans Order Code	M3U
Trans Type	9	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	3.31	Third Gear Ratio (:1)	3.01
Fourth Gear Ratio (:1)	2.44	Fifth Gear Ratio (:1)	1.92
Sixth Gear Ratio (:1)	1.44	Reverse Ratio (:1)	2.96
Clutch Size	N/A	Final Drive Axle Ratio (:1)	3.47
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Seventh Gear Ratio (:1)	1.00	Eighth Gear Ratio (:1)	0.75
Ninth Gear Ratio (:1)	0.62		

Mileage			
EPA Fuel Economy Est - Hwy	29 MPG	Cruising Range - City	357.60 mi
EPA Fuel Economy Est - City	24 MPG	Fuel Economy Est-Combined	26 MPG
Cruising Range - Hwy	432.10 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	EPA MPG Equivalent - Combined	N/A
Estimated Battery Range	N/A		

Engine			
Engine Order Code	LSD	Engine Type	Turbocharged Gas I4
Displacement	1.5L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	175 @ 5800	SAE Net Torque @ RPM	203 @ 2000 - 4000

Electrical			
Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A

Cooling System			
Total Cooling System Capacity	N/A		

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	6.9	EPA Greenhouse Gas Score	N/A
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Vehicle

EPA Classification	2WD Sport Utility Vehicle
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Chassis

Weight Information

Base Curb Weight	3419 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	1500 lbs	Dead Weight Hitch - Max Tongue Wt.	150 lbs
Wt Distributing Hitch - Max Trailer Wt.	1500 lbs	Wt Distributing Hitch - Max Tongue Wt.	150 lbs
Maximum Trailing Capacity	N/A		

Suspension

Suspension Type - Front	MacPherson Strut	Suspension Type - Rear	4-Link
Suspension Type - Front (Cont.)	N/A	Suspension Type - Rear (Cont.)	N/A
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	5CX	Rear Tire Order Code	5CX
Spare Tire Order Code	RJA	Front Tire Size	P225/65R17
Rear Tire Size	P225/65R17	Spare Tire Size	T135/70R16

Wheels

Front Wheel Size	17 x 7.0 in	Rear Wheel Size	17 x 7.0 in
Spare Wheel Size	16 x -TBD- in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Chassis

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	37.4 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.8 x -TBD- in
Rear Brake Rotor Diam x Thickness	11.3 x -TBD- in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	14.9 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	----------	--------------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	103.2 ft³
Front Head Room	40.0 in	Front Leg Room	40.9 in
Front Shoulder Room	57.2 in	Front Hip Room	54.4 in
Second Head Room	38.5 in	Second Leg Room	39.7 in
Second Shoulder Room	55.6 in	Second Hip Room	51.8 in

Exterior Dimensions

Wheelbase	107.3 in	Length, Overall	182.3 in
Width, Max w/o mirrors	72.4 in	Height, Overall	65.4 in
Track Width, Front	62.3 in	Track Width, Rear	62.5 in
Min Ground Clearance	6.9 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	63.3 ft³	Cargo Volume to Seat 2	29.6 ft³
Cargo Volume to Seat 3	N/A		

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HARDY AUTOMOTIVE FLEET AND GOVERNMENT SALES

COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Selected Model and Options

MODEL	
CODE	MODEL
TXL26	2024 GMC Terrain FWD 4dr SLE

COLORS	
CODE	DESCRIPTION
GB8	Ebony Twilight Metallic (Available at extra charge.)

EMISSIONS	
CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE	
CODE	DESCRIPTION
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (175 hp [131.3 kW] @ 5800 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)

TRANSMISSION	
CODE	DESCRIPTION
M3U	Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive (STD)

AXLE	
CODE	DESCRIPTION
FHB	Axle, 3.47 final drive ratio

PREFERRED EQUIPMENT GROUP	
CODE	DESCRIPTION
3SA	SLE Preferred Equipment Group includes standard equipment

WHEELS	
CODE	DESCRIPTION
RSB	Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum (STD)

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

TIRES

CODE	DESCRIPTION
5CX	Tires, P225/65R17 all-season blackwall (FWD models only.) (STD)

PAINT

CODE	DESCRIPTION
GB8	Ebony Twilight Metallic (Available at extra charge.)

SEAT TYPE

CODE	DESCRIPTION
AR9	Seats, front bucket (STD)

SEAT TRIM

CODE	DESCRIPTION
HEW	Jet Black, Premium cloth seat trim

RADIO

CODE	DESCRIPTION
IOR	Audio system, 7" diagonal GMC Infotainment System includes multi-touch display, AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

Options Total

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COLT DEEMS | 7705475964 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (✔ Complete)

Standard Equipment

Package

GMC Pro Safety includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

- Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (175 hp [131.3 kW] @ 5800 rpm, 203 lb-ft of torque [275.0 N-m] @ 2000 - 4000 rpm) (STD)
- Transmission, 9-speed automatic 9T45, electronically-controlled with overdrive (STD)
- Axle, 3.47 final drive ratio
- Keyless Start, push-button
- Automatic Stop/Start
- Engine control, stop/start system disable switch
- Driver Shift Controls
- Electronic Precision Shift, button and trigger based transmission interface
- Fuel, gasoline, E15
- Front wheel drive
- Suspension, front MacPherson strut
- Suspension, rear 4-link, non-isolated
- Brakes, 4-wheel antilock, 4-wheel disc, 11.8" front and 11.3" rear rotor size
- Brakes, front and rear with e-boost
- Brake, electronic parking
- Brake lining, high-performance, Duralife
- Trailer provisions, 1500 lbs. (680 kg)
- Capless fuel fill
- Exhaust, single-outlet stainless-steel with hidden, turned-down tip
- Mechanical jack with tools

Exterior

- Wheels, 17" x 7" (43.2 cm x 17.8 cm) Silver painted aluminum (STD)
- Tires, P225/65R17 all-season blackwall (FWD models only.) (STD)
- Tire, spare, T135/70R16 blackwall
- Wheel, spare, 16" (40.6 cm) steel

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (Complete)

Exterior

- Trim, Black lower body
- Headlamps, LED with C-shaped lighting
- Headlamps, automatic delay
- Headlamp control, automatic on and off
- Daytime Running Lamps, LED signature
- Tail lamps, LED signature
- Glass, acoustic, laminated windshield
- Glass, deep-tinted, rear
- Mirrors, outside heated power-adjustable, manual-folding
- Mirror caps, body-color
- Door handles, body-color
- Liftgate, rear manual
- Active Noise Cancellation, noise control system

Entertainment

- Audio system, 7" diagonal GMC Infotainment System includes multi-touch display, AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 6-speaker system
- SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Antenna, roof-mounted shark fin
- Wireless Apple CarPlay/Wireless Android Auto

Interior

- Seats, front bucket (STD)
- Seat trim, premium cloth
- Seating, 5-passenger
- Seat, driver 4-way manual, fore/aft, up/down with recline
- Seat, front passenger 4-way manual, fore/aft, up/down with recline

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (✔ Complete)

Interior

Seatback, passenger side, flat-folding
Head restraints, 2-way adjustable (up/down), front
Seat, rear 60/40 split-folding with center armrest
Seat release levers, 2nd row mechanical release levers in cargo area
Rear Seat Reminder
Floor mats, carpeted front (Deleted when LPO floor mats or LPO floor liners are ordered.)
Floor mats, carpeted rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
Steering wheel, urethane
Steering wheel controls, mounted audio and phone interface
Speedometer, miles/kilometers
Display, 4.2" diagonal multi-color driver information screen (When (Y29) Infotainment Package I is ordered, includes enhanced capability with audio, phone and navigation.)
Driver Information Center monitors 26 various systems including, Vehicle Information Menu (oil life, tire pressure, standard/metric units) and Trip Information Menu (trip 1, trip 2, fuel range, average fuel economy, instant fuel economy, average vehicle speed) and compass display
Compass display, located in the Driver Information Center
Window, power with driver Express-Up/Down
Windows, power with front passenger Express-Down
Windows, power with rear Express-Down
Door locks, power programmable with lockout protection
Keyless Open, includes extended range Remote Keyless Entry
Remote panic alarm
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Power outlet, front auxiliary, 12-volt
Power outlet, cargo area auxiliary, 12-volt
USB data ports, 2, one type-A and one type-C includes auxiliary input jack, located in front center storage bin
USB charging-only ports, 2, located on the rear of the center console
Air conditioning, single-zone automatic climate control
Air vents, 2nd row
Sunglass storage, overhead

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (✔ Complete)

Interior

Map pocket, front passenger seatback
Mirror, inside rearview auto-dimming
Assist handle, driver
Assist handle, front passenger
Assist handles, rear outboard
GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Exterior

Headlamp control, IntelliBeam auto high beam

Safety-Mechanical

Automatic Emergency Braking
StabiliTrak, stability control system with Traction Control
Hill Descent Control
Front Pedestrian Braking

Safety-Interior

Airbags, dual-stage frontal, and thorax side-impact driver and front passenger, and roof-rail side-impact, front and rear outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera, integrated into audio system display
OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Forward Collision Alert
Following Distance Indicator
Lane Keep Assist with Lane Departure Warning
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor manual learn with Tire Fill Alert
Horn, dual-note

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Vehicle: [Fleet] 2024 GMC Terrain (TXL26) FWD 4dr SLE (☒ Complete)

Safety-Interior

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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City of Alpharetta
ITB 24-003: Public Safety Vehicle Purchase
Bid Sheet

Directions: Bidder should complete the highlighted items.

Item Description	Specification Reference	Quantity	Color	Last (4) Digits of VIN	Unit Price
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White		\$ -
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White		\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	2024 any color	can order unit now 16 weeks	\$ 27,125.00
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	sterling metallic	6352	\$ 35,395.00
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	white	4085	\$ 35,895.00
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White	6557	\$ 46,175.00
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White	6417	\$ 46,175.00
2023 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck (White)	2. F.	1	White		\$ -
Total					\$ 299,265.00
Bidder's Name:	Hardy Chevrolet Buick GMC Inc				
Address:	1249 Charles Hardy PKWY Dallas Ga. 30157				
Type Name and Title of Authorized Signer:	Colt Deems Fleet and Commerical Sales Manager				
Authorized Signer Phone Number:	706-844-6962				
Authorized Signer Email Address:	cdeems@hardyautomotive.com				



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:

- 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;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- 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;
- The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- 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);
- 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
- 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.

382278

Federal Work Authorization User Identification Number

Hardy Chevrolet Buick GMC Inc.

Name of Contractor

02/15/2011

Date of Authorization

FY24 Milling, Resurfacing & Pavement Preservation

Name of Project

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

Executed date **8-18-23** in **DALINJ** (city), **GA** (state).

[Signature]

Signature of Authorized Officer or Agent

Colt Deems Fleet Sales Manager

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

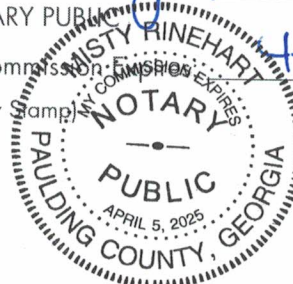
ON THIS THE **18th** DAY OF **August**, 20**23**.

[Signature]

NOTARY PUBLIC

My Commission Expires

(Notary Stamp)



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.

Hardy Chevrolet Buick GMC Inc.

Company Name

7 Cool D

Signature of Authorized Officer or Agent

08/18/2023

Date

Colt Deems Fleet Sales Manager

Printed Name & Title of Authorized Officer or Agent

1249 Charles Hardy PKWY Dallas Ga 30157

Company Address

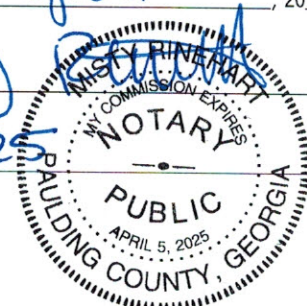
Subscribed and sworn before me on this the

18th day of August, 2023

Misty
452025

Notary Public

My Commission Expires
(Notary Stamp)



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HARDY CHEVROLET, BUICK, GMC, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1249 CHARLES HARDY PARKWAY

6 City, state, and ZIP code

DALLAS, GA 30157

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 8 - 1 3 0 7 7 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Ashley Quirk

Date ►

1/26/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

[Projects](#) / [Public Safety Vehicle Purchase](#) / ITB 24-003: Public Safety Vehicle Purchase (Q-01BJ)

All Questions	Carl Black Buick GMC Open... Scorecard	Hardy Automotive Fleet Group Open... Scorecard
1.0.1 Addenda Acknowledgement, enter the number of addenda received: Response Type: Select 0, 1, 2, etc.	Response: 1 Addendum clarified vehicle requirements for 2500 SLE.	No Comment Provided
Info Only		
2.0.1 Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	Response: N/A No Comment Provided	No Comment Provided
Info Only		

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-003

ITB Title: Public Safety Vehicle Purchase



ITB SPECIFICATIONS

1. ITB Period of No Communication

The no communication period starts on the issue date of this ITB August 3, 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 ITB.

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

2. Procurement Agent, Single Point of Contact

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

Enter all questions or comments using 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. ITB Schedule of Events

1. **Bidding Close Date, Deadline for Submissions: August 17, 2023, 10:00 AM.** We may change this date during the ITB 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 ITB.
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 ITB 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 bid. You must respond using any updated information.
8. A public bid opening will be held shortly after the ITB due date / time has passed. The public bid opening will be held via Zoom.

Zoom Public Bid Opening Details, August 17, 2023, 10:00 AM

Topic: ITB 24-003 Zoom Public Opening: Public Safety Vehicle Purchase

Time: August 17, 2023, 10:00AM Eastern Time (US and Canada)

Join Zoom Meeting:

https://us06web.zoom.us/j/*****014?pwd=THRBbXNLM1dDS1JYWUx4eUZIUnFwdz09

Meeting ID: 544 488 7014

Passcode: 550460

4. ITB Information

1. Bidder Acknowledgement

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

By sending a Bid, the Bidder acknowledges and agrees that:

- a. The Bidder has carefully examined and fully understands the conditions and requirements of any proposed Work within this ITB.
- b. The Bidder acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Bidder 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 Bidder agrees that if this bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date, that the Bidder 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.

Local governments **must specify in the ITB how long a bidder is required to honor their bid price**. However, if the contract is not awarded within 60 days, the local government must release any bidder not likely to be selected (i.e., those bidders who are not likely to be considered for award). O.C.G.A. § 36-91-50(c).

Acknowledging these statements, the Bidder proposes and agrees that if the Bidder's Bid is accepted, the Bidder 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 Bids, to reject any bid that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or Bid that shows that a bidder 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 Bid 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 Bidder to provide the supplies and/or perform the services specified.

3. Receipt of Bids and Public Inspection

a. Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four exceptions:

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

All open records requests must be presented in writing 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 Bids:

The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

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

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

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

This is a request for bids for City of Alpharetta (City). The City intends to purchase the following vehicles for Public Safety:

A. 2023 GMC Canyon 2WD Elevation Truck	Quantity (4)
B. 2023 GMC Canyon 2WD Elevation Truck	Quantity (2)
C. 2023 GMC Terrain FWD SLE SUV	Quantity (5)
D. 2023 GMC Acadia FWD SLE SUV	Quantity (2)
E. 2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck	Quantity (2)
F. 2024 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck	Quantity (1)

The City may elect to purchase the requested vehicles from one or more dealers based on pricing, specification match-up, and vehicle availability. If in its best interest, the City may decide to purchase none, some, or all vehicles requested in this ITB document.

The City prefers dealer stock for immediate delivery, but will accept build-to-order vehicles as well. All vehicles must be delivered to Alpharetta Public Safety Headquarters, 2565 Old Milton Pkwy, Alpharetta, GA 30009. Delivery must be coordinated with the Public Safety Fleet Manager or designee.

2. Specifications

A. 2023 GMC Canyon 2WD Elevation Truck	Quantity (4)
Required Options:	220 Amp Alternator, Black Assist Steps, Spray-On Bedliner, Cargo Box LED Lighting, Hard Folding Tonneau Cover, All Weather Floor Liners
Required Packages:	Convenience Package, Trailering Package, Canyon Safety Plus Package, and Preferred Package

Color: White, Black, or Sterling

B. 2023 GMC Canyon 2WD Elevation Truck **Quantity (2)**

Required Options: 220 Amp Alternator, Black Assist Steps, Cargo Box LED Lighting, All Weather Floor Liners

Required Packages: Convenience Package, Trailering Package, Canyon Safety Plus Package, and Preferred Package

Color: White

C. 2023 GMC Terrain FWD SLE SUV **Quantity (5)**

Required Options: Interior Protection Package, Cargo Package

Required Packages: Driver Convenience Package, Terrain Pro Safety Plus and Side Blind Zone & Rear Cross-traffic, and Infotainment Package I

Color: Any color other than volcanic red

D. 2023 GMC Acadia FWD SLE SUV **Quantity (2)**

Required Options: Cargo package, Floor Liner Package

Required Packages: Driver Convenience Package

Color: Any color other than volcanic red or ultra blue

E. 2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck **Quantity (2)**

Required Options: Black Work Steps, Spray on Bedliner, 120V Outlet & USB, Automatic Locking Differential, Power Driver's Seat, All-Weather Floor Liners

Required Packages: Pro Value Package (Includes Convenience & Tow), Snow Plow Prep Package, and 1SA Safety Plus Package

Color: White

F. 2024 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck**Quantity (1)**

Required Options:	220 Amp Alternator, 6" Chrome Rectangular Assist Steps, Cargo Bed LED lighting, Power Driver's Seat, All-Weather Floor Liners, Trailing Package, Tow Mirrors
Required Packages:	Sierra SLE Value Package, Sierra HD Pro Safety Plus Package, and Snow Plow Prep Package
Color:	White

All pricing must be out-the-door, all inclusive pricing with no taxes, no delivery charges, etc.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your bid: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all bids by online response only. You must upload completed bids online before the closing date and time found in Project Details of the project web page for this ITB.
- 1.3. Don't send bids by mail, fax, or email. We will not accept paper copy bids. We will not accept any bids after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading bid 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 bid upload. This confirms that you have successfully turned in your bid with all required information.
- 1.6. You can update your bid at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed in the project web page 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 bid 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 Bid Document Formats

- ❖ Each bid must follow these document formats.
 - Format your documents using this outline:
 - ☐ no more than five (5) pages per bid,
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color (excludes photos, charts, section separators or headings), and
 - ☐ upload Bid documents (except Excel cost sheet or if otherwise directed) in PDF format.

3. Bid Submittal Instructions

- This document must be no more than five (5) pages,
 - A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company 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 work of this project, add that address information too.
 - C. **Contact**, one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information in the bid:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - email address.
 - D. **Timeline**. If it fits the purpose of this ITB, include a timeline to complete the work or service requested in this ITB. Note any major milestones.

4. Bid Pricing

We have supplied a bid sheet for you to complete. It is an Excel document to complete and upload with your bid.

5. Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**

6. **Optional Form: Local Vendor Preference** application is not a required document. *3% bidder cost preference*

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

7. Questionnaire

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

Pricing is requested in this Questionnaire since the response is only one amount or lump sum.

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

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

Information requests and response types are as follows:

- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Addenda Acknowledgement, enter the number of addenda received: 0, 1, 2, etc.

Appendix A: City Truck Route Allowed Truck Routes and Map

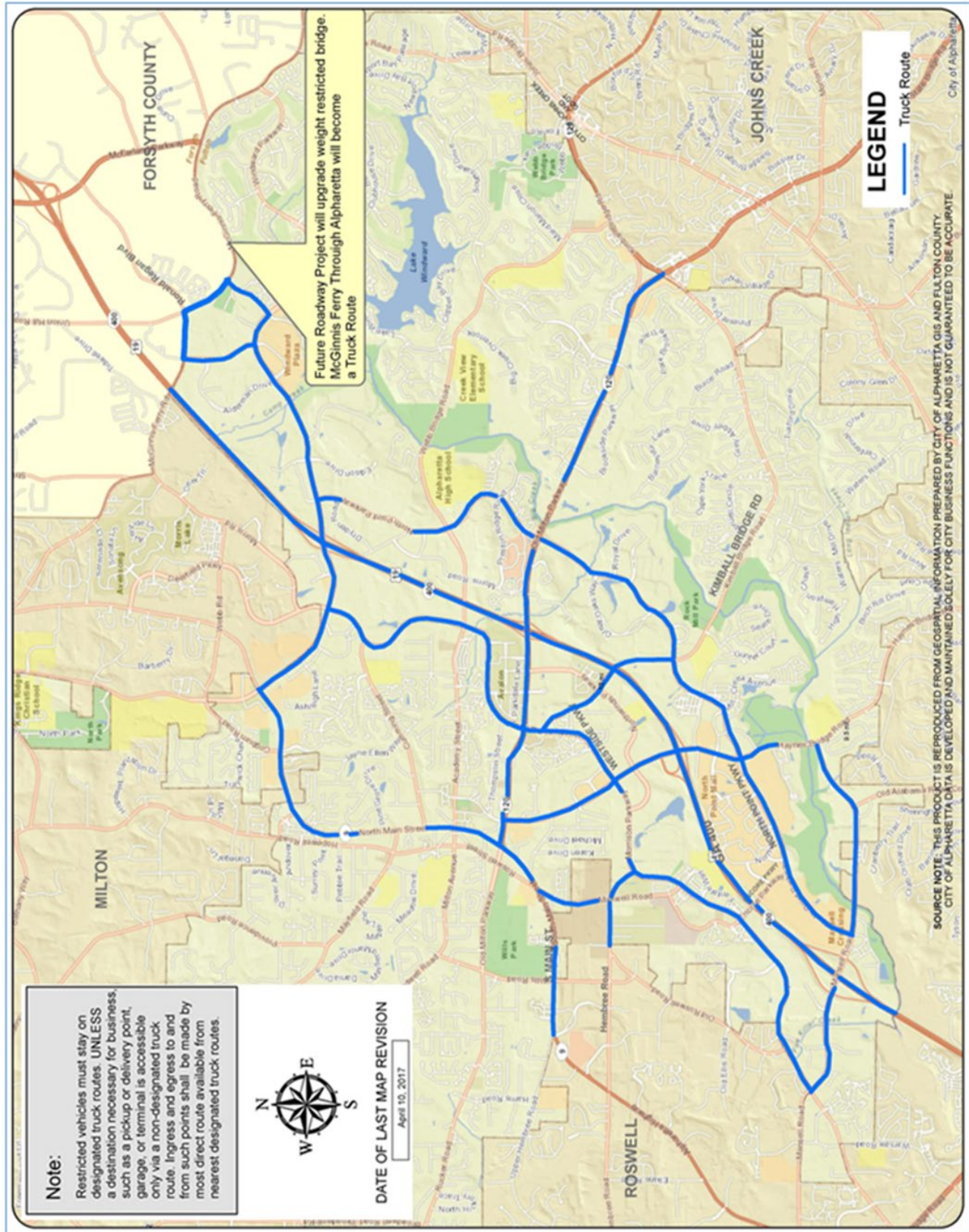
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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.



CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-003

ITB Title: Public Safety Vehicle Purchase

ITB Addendum Posting Date: August 07, 2023



ADDENDUM #

TO ALL BIDDERS:

1. The information included in this addendum is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to supply additional information or documents; revised information or documents; or respond to Bidders' questions.
3. If a conflict between any previously provided information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Bidders must acknowledge receipt of this addendum when submitting bid.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The invitation to bid documents are hereby modified in the following respects:

Q1 2500 SLE 4WD 6.6L V8

To Confirm, for the 6.6L, are you requesting a Gas or Diesel? Bed length, 6'6" or 8' bed length?

A1 For the 2500 SLE 4WD 6.6L V8, bidders should price (1) crew cab 6.6 liter V8 gasoline motor with a standard bed.

END ADDENDUM

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-003

ITB Title: Public Safety Vehicle Purchase

ITB Addendum Posting Date: August 17, 2023



ADDENDUM # 2

TO ALL BIDDERS:

1. The information included in this addendum is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to supply additional information or documents; revised information or documents; or respond to Bidders' questions.
3. If a conflict between any previously provided information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Bidders must acknowledge receipt of this addendum when submitting a bid.

The City of Alpharetta (City) is changing the Invitation to Bid (ITB) documents in the following respects:

This addendum is to change the ITB response due date. The following change is now part of the ITB documents. The following change to ITB 24-003_Specifications - Instructions_07272023 document page 1, # 3, ITB Schedule of Events and at the project's Bonfire webpage for submittals (<https://cityofalpharetta.bonfire.com/>).

Any bids already submitted at the Bonfire project page remain locked for City review and can be reviewed and revised only by the responding bidder.

1. **Bidding Close Date, Deadline for Submissions: August 22, 2023, 10:00 AM.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.

END ADDENDUM

City of Alpharetta
ITB 24-003: Public Safety Vehicle Purchase
Bid Sheet

Directions: Bidder should complete the highlighted items.

Item Description	Specification Reference	Quantity	Color	Last (4) Digits of VIN	Unit Price
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1			\$ -
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White		\$ -
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	White		\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1			\$ -
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1			\$ -
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1			\$ -
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White		\$ -
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	White		\$ -
2023 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck (White)	2. F.	1	White		\$ -
Total					\$ -
Bidder's Name:					
Address:					
Type Name and Title of Authorized Signer:					
Authorized Signer Phone Number:					
Authorized Signer 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

24-003 - Public Safety Vehicle Purchase Scoring Summary

Active Submissions

	Total	A-1 - Disclosure Form	A-2 - W-9	A-3 - Local Vendor Preference	A-4 - Addenda Acknowledgement	A-5 - Unique SAM.gov Identifier	A-6 - SAM/State Debar Check	B-1 - Bid Review
Supplier	/ 3 pts	Pass/Fail	Pass/Fail	/ 3 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Carl Black Buick GMC	0	Pass	Pass	0	Pass	Pass	Pass	Pass
Hardy Automotive Fleet Group	0	Pass	Pass	0	Pass	Pass	Pass	Pass

City of Alpharetta
ITB 24-003: Public Safety Vehicle Purchase
Bid Tab

Item Description	Specification Reference	Quantity	Carl Black Buick GMC			Hardy Automotive Fleet Group			
			Color	Last (4) Digits of VIN	Unit Price	Color	Last (4) Digits of VIN	Unit Price	
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	BLACK	5436	\$ 44,226.00			\$ -	
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 43,130.00			\$ -	
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 43,130.00			\$ -	
2023 GMC Canyon 2WD Elevation Truck (White, Black, or Sterling)	2. A.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 43,130.00			\$ -	
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	WHITE	1250	\$ 42,657.00			\$ -	
2023 GMC Canyon 2WD Elevation Truck (White)	2. B.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 41,507.00			\$ -	
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	MARINE METALLIC	1640	\$ 31,567.00	*	2024 ANY COLOR	Can order unit now 16 weeks	\$ 27,125.00 *
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	BLACK	5090	\$ 32,032.00	*	2024 ANY COLOR	Can order unit now 16 weeks	\$ 27,125.00 *
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	BLACK	6457	\$ 30,642.00	*	2024 ANY COLOR	Can order unit now 16 weeks	\$ 27,125.00 *
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 30,550.00		2024 ANY COLOR	Can order unit now 16 weeks	\$ 27,125.00 *
2023 GMC Terrain FWD SLE SUV (Any color other than volcanic red)	2. C.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 30,550.00		2024 ANY COLOR	Can order unit now 16 weeks	\$ 27,125.00 *
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	STERLING METALLIC	3924	\$ 35,055.00		STERLING METALLIC	6352	\$ 35,395.00
2023 GMC Acadia FWD SLE SUV (Any color other than volcanic red or ultra blue)	2. D.	1	STERLING METALLIC	2543	\$ 35,055.00		WHITE	4085	\$ 35,895.00
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 49,601.00		WHITE	6557	\$ 46,175.00 *
2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck (White)	2. E.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 49,601.00		WHITE	6417	\$ 46,175.00 *
2023 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck (White)	2. F.	1	WHITE	Can order unit. 12-18 weeks delivery.	\$ 59,555.00			\$ -	
Total					\$ 547,747.00				

Green indicates that it is low cost bid that meets the minimum required specifications.

* Proposed vehicle does not meet minimum required specifications.

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497527-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	2023 CANYON	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Universal Front Tri-Color Interior Bar, RBW Warehouse: ATLA ENFWB015FC			586.9300	586.93
1	1	Y	MISC SOI MPower Traffic Controller, RBA Warehouse: ATLA EMPTC00RSQ			877.5000	877.50
1	1	Y	ENGSA5100HPP SOI, 500 SERIES HH 100W CNTRL, +VOICE PLBK Warehouse: ATLA			659.2900	659.29
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt			179.0000	179.00

Print Date	08/15/23
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Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497527-A
Customer No.	ALPHA

Bill To

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 ALPHARETTA, GA 30009

Ship To

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 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	2023 CANYON	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
6	6	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			122.4000	734.40
2	2	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA			9.0000	18.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA			7.2000	28.80
3	3	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			122.4000	367.20
1	1	Y	PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA			17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA			46.3500	46.35
1	1	Y	343-01 TUFFY CHEVY/GMC REAR UNDERSEAT LOCKBOX Warehouse: ATLA			450.0000	450.00

Print Date	08/15/23
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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497527-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	2023 CANYON	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC TigerTough Seat Cover for GMC Canyon #62134BLK Warehouse: ATLA			254.0000	254.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors			175.0000	175.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA			225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA			1,795.0000	1,795.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA			200.0000	200.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days							

Print Date	08/15/23
Print Time	10:05:14 PM
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Printed By: Jake Porter

Subtotal	7,175.98
Freight	0.00
Order Total	7,175.98

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497528-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	CANYON FIRE MARSHAL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Universal Front Tri-Color Interior Bar, RBW Warehouse: ATLA ENFWB015FC			586.9300	586.93
1	1	Y	MISC SOI MPower Traffic Controller, RBA Warehouse: ATLA EMPTC00RSQ			877.5000	877.50
1	1	Y	ENGSA5100HPP SOI, 500 SERIES HH 100W CNTRL, +VOICE PLBK Warehouse: ATLA			659.2990	659.30
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ATLA			204.3000	204.30

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497528-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	CANYON FIRE MARSHAL	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jake Porter			JAKE PORTER-Atlanta	JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ATLA		77.4000	77.40
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt		179.0000	179.00
6	6	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE		122.4000	734.40
4	4	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE		122.4000	489.60
2	2	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA		9.0000	18.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA		7.2000	28.80

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497528-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	CANYON FIRE MARSHAL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	PMP2WDG35B SOI MPOWER 4" 35 DEGREE WEDGE BLACK Warehouse: ATLA			5.8500	23.40
3	3	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA			122.4000	367.20
1	1	Y	NO SOI CONFIG ONLINE PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA			17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA			46.3500	46.35
1	1	Y	343-01 TUFFY CHEVY/GMC REAR UNDERSEAT LOCKBOX Warehouse: ATLA			450.0000	450.00
1	1	Y	MISC DECKED Storage Unit for 2023 GMC Canyon, #MG5 Warehouse: ATLA			1,295.0000	1,295.00
1	1	Y	MISC DECKED Cargo Glide for 2023 GMC Canyon Warehouse: ATLA 100% Extension			1,475.0000	1,475.00

Print Date	08/15/23
Print Time	10:14:22 PM
Page No.	3

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497528-A
Customer No.	ALPHA

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Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	CANYON FIRE MARSHAL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	CAMPER SHELL A.R.E. CAMPER SHELL A.R.E. VSERIES Warehouse: ATLA			3,423.0900	3,423.09
1	1	Y	MISC TigerTough Seat Cover for GMC Canyon #62134BLK Warehouse: ATLA			254.0000	254.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors			175.0000	175.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA			225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA			2,195.0000	2,195.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA			500.0000	500.00

Print Date	08/15/23
Print Time	10:14:22 PM
Page No.	4

Printed By: Jake Porter

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497528-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
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 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/13/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	CANYON FIRE MARSHAL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jake Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	08/15/23
Print Time	10:14:22 PM
Page No.	1

Printed By: Jake Porter

Subtotal	14,863.78
Freight	0.00
Order Total	14,863.78

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497580-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

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 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
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E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	TERRAIN	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Universal Front Tri-Color Interior Bar, RBW Warehouse: ATLA #ENFWB015FC			586.9300	586.93
1	1	Y	MISC SOI MPower Traffic Controller, RBA Warehouse: ATLA #EMPTC00RSQ			877.5000	877.50
1	1	Y	ENGSA5100HPP SOI, 500 SERIES HH 100W CNTRL, +VOICE PLBK Warehouse: ATLA			659.2900	659.29
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt			179.0000	179.00

Print Date	08/15/23
Print Time	10:43:12 PM
Page No.	1

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497580-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	TERRAIN	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			122.4000	489.60
2	2	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA			9.0000	18.00
2	2	Y	PMP2BKDGJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA			7.2000	14.40
3	3	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			122.4000	367.20
1	1	Y	PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA			17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA			46.3500	46.35

Print Date	08/15/23
Print Time	10:43:12 PM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497580-A
Customer No.	ALPHA

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 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	TERRAIN	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jennifer Porter			JAKE PORTER-Atlanta	JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	MISC Pinnacle 7300 Magnetic Minibar - Clear Dome Red/Blue Warehouse: ATLA		228.0000	228.00
1	1	Y	Magnetic Mount Cigar Plug TRUCKVAULT Magnum Single Drawer - GMC Terrain #T-GMTERM1-18N Warehouse: ATLA ***** TRUCKVAULT MODEL - TRUCKVAULT QUOTE# - PLEASE SPECIFY VEHICLE: *****		2,061.2500	2,061.25
1	1	Y	MISC TigerTough Seat Cover for GMC Terrain #62132BLK Warehouse: ATLA		254.0000	254.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors		175.0000	175.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA		250.0000	250.00

Print Date	08/15/23
Print Time	10:43:12 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497580-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	TERRAIN	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA		1,995.0000	1,995.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA		400.0000	400.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	08/15/23
Print Time	10:43:12 PM
Page No.	4

Printed By: Jake Porter

Subtotal	9,181.03
Freight	0.00
Order Total	9,181.03

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497590-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	ACADIA	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jennifer Porter			JAKE PORTER-Atlanta	JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	MISC SOI Universal Front Tri-Color Interior Bar, RBW Warehouse: ATLA #ENFWB015FC		586.9300	586.93
1	1	Y	MISC SOI MPower Traffic Controller, RBA Warehouse: ATLA #EMPTC00RSQ		877.5000	877.50
1	1	Y	ENGSA5100HPP SOI, 500 SERIES HH 100W CNTRL, +VOICE PLBK Warehouse: ATLA		659.2900	659.29
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**		318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA		243.3600	243.36
1	1	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt		179.0000	179.00

Print Date	08/15/23
Print Time	10:41:20 PM
Page No.	1

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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497590-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
08/14/23		GROUND SHIPMENT		PPAY & ADD TO INVOICE		ACADIA		NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Jennifer Porter			JAKE PORTER-Atlanta			JONATHAN HICKEL					
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price			
4	4	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ATLA				122.4000	489.60			
			NO SOI CONFIG ONLINE								
2	2	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA				9.0000	18.00			
2	2	Y	PMP2BKDGJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA				7.2000	14.40			
3	3	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA				122.4000	367.20			
			NO SOI CONFIG ONLINE								
1	1	Y	PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA				17.5500	17.55			
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA				46.3500	46.35			
1	1	Y	MISC Pinnacle 7300 Magnetic Minibar - Clear Domes RED/Blue Warehouse: ATLA				228.0000	228.00			

Print Date	08/15/23
Print Time	10:41:20 PM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497590-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	ACADIA	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	TRUCKVAULT Magnum Single Drawer TruckVault - T-GMACAM1-17N Warehouse: ATLA ***** TRUCKVAULT MODEL - TRUCKVAULT QUOTE# - PLEASE SPECIFY VEHICLE: *****			2,273.7500	2,273.75
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors & 50% WINDSHIELD			325.0000	325.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA			250.0000	250.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA			1,995.0000	1,995.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA			400.0000	400.00

Print Date	08/15/23
Print Time	10:41:20 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497590-A
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
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4729 NELSON BROGDON BLVD
SUITE C
SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	ACADIA	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	08/15/23
Print Time	10:41:20 PM
Page No.	1

Printed By: Jake Porter

Subtotal	9,289.53
Freight	0.00
Order Total	9,289.53

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Ext. Light Bar 55" NForce NXT, RW front RA Rear AW Warehouse: ATLA			2,220.7500	2,220.75
1	1	Y	MISC SOI MPower Traffic Controller, RA with AW tips Warehouse: ATLA #EMPTC00WXS			955.8000	955.80
1	1	Y	ENGSA5200HPP SOI, 500 SERIES HH 200W CNTRL, +VOICE PLBK Warehouse: ATLA			724.9500	724.95
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ATLA			204.3000	408.60
2	2	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ATLA			77.4000	154.80

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Print Time	03:51:21 PM
Page No.	1

Printed By: Jake Porter

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt			179.0000	358.00
8	8	Y	EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			110.2500	882.00
4	4	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			110.2500	441.00
4	4	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA			9.0000	36.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA			7.2000	28.80
4	4	Y	PMP2WDGS35B SOI 35 degree wedge for 4" mPower quick mo Warehouse: ATLA			4.5000	18.00

Print Date	08/16/23
Print Time	03:51:21 PM
Page No.	2

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

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Contact:
Telephone:
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
7	7	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			110.2500	771.75
1	1	Y	PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA			17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA			46.3500	46.35
1	1	Y	DG6 DECKED DG6 - Truck Bed Storage System Warehouse: ATLA			1,395.0000	1,395.00
1	1	Y	CG1000-6348 KEYSTONE Bed Slide; CG Series; 1000 Pounds; 63 Inch Le Warehouse: ATLA			1,295.0000	1,295.00
1	1	Y	CAMPER SHELL A.R.E. CAMPER SHELL A.R.E. VSERIES Warehouse: ATLA			3,636.7200	3,636.72

Print Date	08/16/23
Print Time	03:51:21 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
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 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
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 4729 NELSON BROGDON BLVD
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 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	C-VSW-2600-SILV HAV 12.5" Wide Flat 26" Vehicle-Specific Console for 2 Warehouse: ATLA C-VSW-2600-SILV 12.5" Wide Flat 26" Vehicle-Specific Console for 2019-2021 Chevrolet Silverado and GMC Sierra		584.4200	584.42
1	1	Y	C-HDM-214 HAV 8.5" TELESCOPING POLE, SIDE MOUNT Warehouse: ATLA		117.7600	117.76
1	1	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: ATLA		216.3200	216.32
1	1	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: ATLA		42.8800	42.88
1	1	Y	C-APW-0548 HAV 5" Accessory Pocket Warehouse: ATLA		21.0000	21.00
1	1	Y	4.8" Deep for 3.3"W Section of Wide Consoles MISC TigerTough Seat Cover GMC Sierra1500 #62128BLK Warehouse: ATLA		254.0000	254.00

Print Date	08/16/23
Print Time	03:51:21 PM
Page No.	4

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

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ALPHARETTA, CITY OF
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 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Radio Warehouse: ATLA APX4500 Radio Install Motorola		195.0000	195.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors & 50% windshield		325.0000	325.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA		250.0000	250.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA		2,295.0000	2,295.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA		550.0000	550.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	08/16/23
Print Time	03:51:21 PM
Page No.	5

Printed By: Jake Porter

Subtotal	18,804.41
Freight	0.00
Order Total	18,804.41

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497600-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
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 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 2500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Ext. Light Bar 55" NForce NXT, RW front RA Rear AW Warehouse: ATLA 2023 Sierra 2500 ENFWB015G5			2,220.7500	2,220.75
1	1	Y	MISC SOI MPower Traffic Controller, RA with AW tips Warehouse: ATLA EMPTC00RSQ			955.8000	955.80
1	1	Y	ENGSA5200HPP SOI, 500 SERIES HH 200W CNTRL, +VOICE PLBK Warehouse: ATLA			724.9500	724.95
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ATLA			204.3000	408.60

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Print Time	03:57:03 PM
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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497600-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 2500	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jennifer Porter			JAKE PORTER-Atlanta	JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ATLA		77.4000	154.80
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt		179.0000	358.00
8	8	Y	EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE		110.2500	882.00
4	4	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE		110.2000	440.80
4	4	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA		9.0000	36.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA		7.2000	28.80

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
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Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	PMP2WDG35B SOI MPOWER 4" 35 DEGREE WEDGE BLACK Warehouse: ATLA			5.8500	23.40
7	7	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA			110.2500	771.75
1	1	Y	NO SOI CONFIG ONLINE PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA			17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA			46.3500	46.35
1	1	Y	MISC Extendo Bed Warehouse: ATLA			12,995.0000	12,995.00
1	1	Y	CAMPER SHELL A.R.E. CAMPER SHELL A.R.E. VSERIES Warehouse: ATLA			3,636.7200	3,636.72

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Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 2500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	C-VSW-2600-SILV HAV 12.5" Wide Flat 26" Vehicle-Specific Console for 2 Warehouse: ATLA C-VSW-2600-SILV 12.5" Wide Flat 26" Vehicle-Specific Console for 2019-2021 Chevrolet Silverado and GMC Sierra			584.1200	584.12
1	1	Y	C-HDM-214 HAV 8.5" TELESCOPING POLE, SIDE MOUNT Warehouse: ATLA			117.6000	117.60
1	1	Y	C-APW-0548 HAV 5" Accessory Pocket Warehouse: ATLA 4.8" Deep for 3.3"W Section of Wide Consoles			21.0000	21.00
1	1	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: ATLA			216.3200	216.32
1	1	Y	MISC TigerTough Seat Cover GMC Sierra2500 #62128BLK Warehouse: ATLA			254.0000	254.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Radio Warehouse: ATLA APX4500 Radio Install Motorola			195.0000	195.00

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DANA SAFETY SUPPLY, INC
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GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497600-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 2500	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors and 50% windshield		325.0000	325.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA		250.0000	250.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA		2,595.0000	2,595.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA		900.0000	900.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

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Printed By: Jake Porter

Subtotal	29,721.27
Freight	0.00
Order Total	29,721.27

Specifications	Item Description	Availability	Carl Black Pricing	Dana Safety UpFit Quote
2A	2023 GMC Canyon 2WD Elevation Truck	5436 (on lot)	44,226.00	7,175.98
2A	2023 GMC Canyon 2WD Elevation Truck	Build 12-18 weeks	43,130.00	7,175.98
2A	2023 GMC Canyon 2WD Elevation Truck	Build 12-18 weeks	43,130.00	7,175.98
2A	2023 GMC Canyon 2WD Elevation Truck	Build 12-18 weeks	43,130.00	7,175.98
2B	2023 GMC Canyon 2WD Elevation Truck	1250 (on lot)	42,657.00	14,863.78
2B	2023 GMC Canyon 2WD Elevation Truck	Build 12-18 weeks	41,507.00	14,863.78
2C	2023 GMC Terrain FWD SLE SUV	Build 12-18 weeks	30,550.00	9,181.03
2C	2023 GMC Terrain FWD SLE SUV	Build 12-18 weeks	30,550.00	9,181.03
2D	2023 GMC Acadia FWD SLE SUV	3924 (on lot)	35,055.00	9,289.53
2D	2023 GMC Acadia FWD SLE SUV	2543 (on lot)	35,055.00	9,289.53
2E	2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck	Build 12-18 weeks	49,601.00	18,804.41
2E	2023 GMC Sierra 1500 PRO 4WD 5.3L V8 Crew Cab Short Box Truck	Build 12-18 weeks	49,601.00	18,804.41
2F	2023 GMC Sierra 2500 SLE 4WD 6.6L V8 Crew Cab Truck	Build 12-18 weeks	59,555.00	29,721.27
			547,747.00	162,702.69
		Total Cost	\$ 710,449.69	



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: August 28, 2023

AGENDA ITEM:

Request for Proposals 23-117: Facility Assessment for Six Fire Stations

Consideration of approval to award RFP 23-117 to Jericho Design Group, LLC for the Facilities Assessment for Renovations of the City's Six Fire Stations with approval of the associated contract and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 23-117 to Jericho Design Group, LLC for the Facilities Assessment for Renovations of the City's Six Fire Stations with approval of the associated contract and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST FOR THIS REQUEST IS \$97,500.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Fire Station Facility Assmt / 30131150 -541300 - C2314	\$97,500

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

In January of 2023, at the council retreat, it was discussed to use a portion of the renovation funds to conduct a facilities assessment of the city's fire stations. It was determined at that time to explore the possibilities of conducting assessments at all six fire stations.

Procurement:

In April of 2023, a complete list of requirements was created in preparation for an RFP process in May and June of 2023.

The expectation was to have the consultant identify improvement potential to update and modernize our fire stations within the current footprint, where possible, for each fire station in order to comply with the Clean Station Concept. Facility expansion may be a consideration where cost and lot space allow. Assessments and recommendations may include architectural and engineering design services to improve the living and working environments; workflow and open floorplan; and building features, including public spaces, officer / non-officer areas, storage and maintenance areas, exterior improvements, etc.

Our intent is that the renovation of the fire stations takes into consideration each site's physical surroundings, needs of our fire personnel, construction and future maintenance costs, long-term impact, and future management of the facility, and should provide for the Clean Station Concept as well as maintaining functional fire facilities.

The Scope of Work was:

1. Perform an assessment of each fire station, including, but not limited to, current facility uses, systems (HVAC, mechanical, electrical, plumbing, etc.) conditions, and considerations for improvements.
 - This may include a meeting with representatives from our project team for assessment of space and needs.
 - Identify each fire station's optimal configuration.
 - Programming or gathering and analyzing information about each station and then providing the outcome of the existing conditions along with recommendations for renovations for each fire station in a written document.
2. Meet with the City's project team to review the assessment. Using our list of possible improvements to various areas of each fire station and based on the consultant's list of possible design options, determine potential improvements to be included in the next phase.
3. Create initial concept floor plans for each fire station. We are providing our as-built floor plans for each station as part of the documentation for this RFP.
4. Meet with the City's project team to review concept plans and discuss any revisions needed.
5. Identify costs to renovate each station per the final concept plans.

An RFP Committee was formed, including fire department leaders, firefighters, and Finance. In late April, a draft RFP was written and submitted for final review. On May 15, 2023, the RFP for Facilities Assessment for Renovations of the City's Fire Stations was opened for submissions. We received proposals from seven vendors. Submissions closed on June 15, 2023. The following responses were received on June 15, 2023.

Scores out of 100 are shown in parentheses.

- Jericho Design Group (88.38)
- Croft and Associates (83.08)
- PGAL, Inc. (77.6)
- McMillan Pazdan Smith Architecture (67.44)
- Wiley Wilson (63.86)•BrosRomanBraun (53.92)
- 2WR of Georgia, Inc. (53.72)

A short list was created of the top two vendor proposals. The two remaining vendors were invited to conduct a two-hour presentation to the RFP committee. These presentations were conducted on July 19, 2022. At the conclusion of the presentations, the RFP Committee scored the presentation as well as the cost proposal submitted by the two short-listed firms. After the presentations and cost proposal, out of 200, the scores are shown in parentheses.

- Jericho Design Group (174.38)
- Croft and Associates (164.43)

At the conclusion of the presentations and cost proposals, Jericho Design Group was the highest-scoring firm. References submitted by Jericho Design Group were contacted. Based on submittal, presentation, cost proposal, and references, Jericho stood out from the other vendors as a partner for success.

ALTERNATIVES:

The City Council could reject all bids and direct staff to conduct a new RFP process or remain with our current systems.

ATTACHMENTS:

1. 23-117 City Issued Documents
2. 23-117 Jericho Proposal Documents
3. 23-117 Jericho Design Grp- Fire Stations Assessment Contract Draft
4. 23-117 -Facilities Assess FS Renos-Scoring Summary

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-117

RFP Title: Facilities Assessment for Renovations of City's Fire Stations

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP May 18, 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).

No person or company, their employees, representatives, agents, attorneys, etc. will 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 reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Debora Westbrook 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 Opportunity Q&A tab at the Bonfire project web page. Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: June 15, 2023, 2:00 PM.** 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. **Site-Visit:** Only after evaluation of proposals received in response to this RFP will we schedule site visits at the fire stations with the highest scoring or shortlisted firms. No pre-proposal site visits are scheduled nor will we schedule any prior to receiving proposals.
5. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
6. In each question, clearly tell the RFP document and section that is in question.
7. 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.

8. 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 proposal have 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 the highest-scoring proposal.
6. **Phase 1 Evaluation:** We will review and score each proposal using the criteria and percentage weights below:
 - a. Required Forms are Pass/Fail.
 - b. Questionnaire scoring will depend on information requested. Some questionnaire responses will be information only, while others may be pass / fail such as addendum acknowledgement.

Evaluation Criteria	Maximum Points
Project Team, Resumes, Statements of Qualifications, Project Staffing/qualifications, References	40
Technical Proposal, Project Understanding & Approach, Previous Projects	37
Available Resources, Schedule, Work in Process for Prime	20
Local Vendor Preference	3
<i>Total Maximum point score</i>	<i>100</i>

7. **Phase 2 Evaluation:** In the event of multiple firms ranking highly from proposal evaluation, we may elect to create a shortlist of consultants.

Evaluation Criteria	Maximum Points
Interview/Presentation	70
Cost Proposal	30
<i>Total Maximum point score</i>	<i>100</i>

- a. These shortlisted firms will be invited to an interview and will be offered the opportunity to view all six of our fire stations that are considered in this assessment.
 - b. Scoring for this Phase 2 with shortlisted firms will be based solely on the Cost Proposal and the Interview and Presentation provided by the shortlist consultants.
 - c. Maximum point score for Phase 2 = 100 points.
8. In the event there is only one consultant firm that ranks high enough to be considered for this project, we will proceed with interviewing only the highest ranked firm and only this firm will be asked for Cost Proposal and will be offered the opportunity to view all six of our fire stations that are considered in this assessment.

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is seeking a qualified architectural and engineering design consultant firm with experience with fire station design, or similar facilities, to perform facility and systems (HVAC, mechanical, electrical, plumbing, etc.) conditions review and assessment of our six City fire stations.

The City's expectation is to have the consultant identify improvement potential to update and modernize our fire stations within the current footprint, where possible, for each fire station in order to comply with Clean Station Concept. Facility expansion may be a consideration where cost and lot space allow. Assessments and recommendations may include architectural and engineering design services to improve the living and working environments; workflow and open floorplan; and building features including public spaces, officer / non-officer areas, storage and maintenance areas, exterior improvements, etc.

Our intent is that the renovation of the fire stations take into consideration each site's physical surrounding, needs of our fire personnel, construction and future maintenance costs, long term impact, and future management of the facility, and should provide for the Clean Station Concept as well as maintaining functional fire facilities.

Site Visits will only be hosted during Phase 2 with shortlisted consultants. For initial proposal responses, we have provided floor plans for all six fire stations for your initial review.

Note that a contract award for this RFP 23-117 may lead to architectural design services additional work for the renovation of one or more of our six fire stations, however no amount of additional work after the assessments is guaranteed.

2. Scope of Work

1. Perform assessment of each fire station, including, but not limited to, current facility uses, systems, (HVAC, mechanical, electrical, plumbing, etc.) conditions, and considerations for improvements.
 - This may include a meeting with representatives from our project team for assessment of space and needs.
 - Identify each fire station's optimal configuration.
 - Programming or gathering and analyzing information about each station and then providing the outcome of the existing conditions along with recommendations for renovations for each fire station in a written document.
2. Meet with City's project team to review assessment. Using our list of possible improvements to various areas of each fire station, and based on consultant's list of possible design options, determine potential improvements to be included in the next phase.
3. Create initial concept floor plans for each fire station. We are providing our as-built floor plans for each station as part of the documentation for this RFP.
4. Meet with City's project team to review concept plans and discuss any revisions needed.
5. Identify costs to renovate each station per the final concept plans.

3. Investigation – Renovation Assessment Considerations

Floor plans for each of our six fire stations have been provided. Note that plans have a different station numbering from those currently in use. Example: Station 1 on plan is now referred to as Station 81. Fire Station 83 and 84 (plan references Stations 3 and 4) are the same floor plan. Fire Station 85 and 86 are basically the same floor plan, with the exception that Station 86 has a basement area.

1. Clean Station Concept

- A. Evaluate existing apparatus bays.
 - a. Tool and equipment storage areas to be separated from the apparatus bay.
 - b. No food or ice machines in the apparatus bays
 - c. Evaluate existing truck exhaust system.
- B. Stations shall have decontamination and cleaning areas; walk-off mats; closed doors; hand sinks and boot wash stations; airlocks and vestibules.
- C. Living areas-fully separated from apparatus/equipment areas.

- a. Confine workout and exercise areas to living area (isolated from apparatus bay)

D. Natural Lighting throughout the station

E. Views of the exterior

F. Outdoor activity areas

2. Personnel per Station

For renovation assessment, the following is the number of personnel assigned to each station's shifts and should be taken into consideration for Kitchen Area, Day Room, and Sleeping Quarters:

A. Stations 81 and 83 = 9 firefighters, 2 officers, 1 Battalion Chief

B. Stations 82 and 84 = 9 firefighters, 2 officers

C. Stations 85 and 86 = 4 firefighters, 1 officer

3. Kitchen area.

A. Open plan, providing visual and physical connection between the kitchen, dining room, and day room.

B. An area suitable to house a table with seating for eating meals and conducting station business that is directly accessible from the kitchen. The table and area must be large enough to accommodate the number of people assigned to the station plus at least two more.

C. Space for commercial-grade or heavy-duty residential appliances.

D. Cabinets within the kitchen laid out with defined "shift-pantries," designed to provide large amounts of storage for meal preparation and delineated between shifts.

E. A large island can serve as an informal meeting area, bringing the station together between meals.

F. The kitchen connected to an outdoor seating area, accessible through an extensive storefront window system to aid in bringing light into the space.

4. Sleeping Quarters

A. Non-officer aka "Bunkroom"

a. Divide sleeping quarters into private bedrooms with one person per room.

b. Exits from bedrooms should lead to exit corridor.

c. Each bedroom shall have space for:

i. One twin extra-long bed

ii. One desk with lighting

iii. Three equal-sized, lockable storage spaces, each no smaller than 18"Wx18"Dx72"H

iv. Space for storage of bed linens under the bed.

- d. Exits shall not open directly into the apparatus bay.
- e. Restroom spaces:
 - i. Have at least two showers with enclosures.
 - ii. Have at least two toilets.
 - iii. Have have at least two urinals.
 - iv. Restrooms shall be connected to private bedrooms via a corridor.

B. Officer

- a. There shall be one private bedroom per officer assigned to the station.
- b. Officer quarters shall have space for:
 - i. One twin extra-long bed
 - ii. One desk with lighting
 - iii. Three equal-sized, lockable storage spaces, each no smaller than 18"Wx18"Dx72"H
 - iv. A conference area measuring no less than 6 ft by 6 ft.
- c. Officer Restrooms
 - i. Each officer area must have a bathroom separate from both the non-officer and public restrooms; Stations with two officers may have one bathroom that the two officers share.
 - ii. Have at least one toilet
 - iii. Have at least one sink
 - iv. Have at least one stand-up shower with enclosure
 - v. Restroom shall be either directly connected to the officer's sleeping quarters or accessible via a short corridor, but in either case, travel between the officer restroom and the officer sleeping quarters must be private and not visible to anyone not in either the restroom, the sleeping quarters, or the connecting corridor.

C. Battalion Chief Office and Sleeping Quarters

- a. At both station 81 and 83 there shall be an area suitable to house the on-duty Battalion Chief and his living as well as administrative needs. These areas must include sleeping quarters, a restroom, and an office that are private and separated from public areas of the station, the non-officer areas, and the officer areas.
- b. Battalion Chief office shall be large enough to house a standard desk with credenza, a bookcase, and at least two guest chairs.
- c. Battalion Chief sleeping quarters shall have space for:
 - i. One twin extra-long bed

- ii. One desk with lighting
 - iii. Three equal-sized, lockable storage spaces, each no smaller than 18"Wx18"Dx72"H
 - iv. A conference area measuring no less than 6 ft by 6 ft.
- d. Restrooms
- i. Have at least one toilet
 - ii. Have at least one sink
 - iii. Have at least one stand-up shower with enclosure
 - iv. Restroom shall be either directly connected to the officer's sleeping quarters or accessible via a short corridor, but in either case, travel between the officer restroom and the officer sleeping quarters must be private and not visible to anyone not in either the restroom, the sleeping quarters, or the connecting corridor.

5. Laundry Room/Storage

- A. Must be separated from apparatus bay by a door(s) that provides protection from noise and pollutants.
- B. Will be used for washing physical fitness and on-duty uniforms only.
- C. Provide space for a table for laundry folding.
- D. Provide storage for station supplies.
- E. Provide space for laundry sink with hot and cold-water connections.

6. Public Restrooms

- A. Have at least one toilet
- B. Have at least one sink
- C. Must be accessible by ways that do not require entering non-officer or officer sleeping quarters, the gym area, or other areas that may be considered "private" within the context of the station, while being a public building, is also the firefighter's home.

7. Gym

- A. The room will need to house and provide enough space to use the following equipment easily and comfortably: Free-weights, a treadmill, a stationary bike, and a rowing machine.
- B. Gym must be separate from sleeping quarters.
- C. Provide an exhaust fan.
- D. Provide appropriate and adequate electrical connections.

8. Day Room

- A. Space should be a minimum of 200 square feet plus 10 square feet for each 24-hour position.

- B. Space to accommodate a television in this area.

9. Exterior Improvements

- A. Exterior improvements shall be considered to make the stations aesthetically pleasing.
- B. Consider exterior lighting improvements.
- C. Consider exterior landscaping improvements.
- D. Consider parking lot and driveway improvements.
- E. The diesel tank at Station 81 will be replaced with a 2000-gallon tank.
- F. Consider adding a 1000-gallon tank to Station 82.
- G. Consider adding a 2000-gallon tank to station 84.

4. Initial Design / Furniture, Fixtures, and Equipment Detail Assumptions

1. Kitchen area.

- A. Commercial-grade or heavy-duty residential appliances. Typical appliances found in these kitchens include a six-burner cooktop, a double wall oven (four-burner range or 4-burner cooktop with single oven for Stations 85 and 86), a dishwasher, microwave, and refrigerator.
- B. Floor finish options vary from stained or polished concrete to luxury vinyl or porcelain tile. The benefit of lower maintenance or replacement costs of a concrete finish may be outweighed by a tile's more predictable finish quality. A more durable finish may be selected to unify the space when designing kitchens within a large dayroom. An area rug or carpet is incorporated into the design to delineate space and promote a relaxing atmosphere. When selecting flooring, it is critical to ensure it is slip-resistant, allowing the firefighters to safely exit the building during a call.
- C. Cabinets to be constructed with a hardwood core, not particleboard, to withstand heavy use.
- D. Cabinet finishes can vary from plastic laminate to wood veneer or stainless steel.
- E. Countertops must withstand high intensity use and must be durable, (heat, crack, scratch, gouge, warp, and stain resistant), such as granite, concrete, or other similar or better product.

2. Sleeping Quarters – Restrooms for Non-officer aka “Bunkroom”, Officer, Battalion Chief:

- A. Sinks mounted in countertops.
- B. Floor finish options vary from stained or polished concrete to luxury vinyl or porcelain tile. The benefit of lower maintenance or replacement costs of a concrete finish may be outweighed by a tile's more predictable finish quality.
- C. Countertops must withstand high intensity use and must be durable, (heat, crack, scratch, gouge, warp, and stain resistant), such as granite, concrete, or other similar or better product.

3. Laundry Room/Storage

- A. Consider a high-capacity top-loading washer and high-capacity dryer.

4. Gym

- A. Provide a full-length mirror along one wall of the room.
- B. Install flooring consisting of interlocking cushion mats suitable for use with free weights.

5. Day Room

- A. Furnished with durable and comfortable seating areas.

5. Deliverables

Provide to us in your proposal a work plan and timeline to complete assessment tasks and concept planning for the following phases:

1. Information gathering;
2. Develop design concept options;
3. Conceptual floor plan and conceptual site plan of the selected conceptual option;
4. Conceptual cost estimates.

Assessment phases:

1. Initial Facility Assessments. Each fire station assessment must be written as a separate assessment or programming document. Include:
 - a. Photographs of existing areas recommended for improvement to illustrate any current issues or areas lacking in efficient usage.
 - b. List of recommended improvements.
 - c. Develop design concept options.
2. Document meeting with City's project team to include the understanding of improvements to be included in the concept plan.
3. Initial Concept Plan for each fire station provided for City's project team review.
4. Final Concept Plan for each fire station with City's recommended revisions.
5. Preliminary cost estimate for each fire station based on Final City approved Concept Plans.

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 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 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 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 proposal in PDF format.
- ☐ OK, but not necessary, to bookmark PDF files by sections included.

3. Technical Proposal Submittal Instructions

- Your RFP response must be submitted in accordance with the instructions provided and must be in the following order presented.
- Proposal section titles (in **BLUE** in this document) are to be as listed below and numbered / lettered as outlined below.
- Each response must be responsive to all requested information.
- Each section must begin on a new page. Note and follow any direction concerning page number limits. This will simplify the City proposal review and will ensure compliance with the page limitations.
- Technical Proposal required section:
 - **Cover Page**
 - **Company Information**
 - **Project Team, Resumes, Statements of Qualifications, Project Staffing/Qualifications, References**
 - **Technical Proposal, Project Understanding & Approach, Previous Projects**
 - **Available Resources, Schedule, Work in Process for Prime**

A. **Cover Page** (limited to one (1) page maximum.) *No review points but is required.*

Each response must have a cover page. Each cover page must include at a minimum that the response is for 23-117, Facilities Assessment for Renovations of City's Fire Stations, and your company's full legal name, contact for this procurement, address and contact information.

B. **Company Information** *No review 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:
 - i. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.

- ii. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
 - iii. **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.
- C. **Project Team, Resumes, Statements of Qualifications, Project Staffing/Qualifications, References** *40 Review Points*

Limited to ten (10) page maximum.

- i. Identify the key team members that would be available contacts for the purpose of providing Facilities Assessment for Renovations of City's Fire Stations to our City, and main office personnel for invoicing, etc.
- ii. For your firm's proposed main contact with our City and for each individual listed in response to the above, answer the following questions.
 1. Where is this individual located?
 2. How long has this individual been employed by this consultant firm?
 3. Years of experience in the particular role?
- iii. Provide at least a one paragraph resume for each key personnel identified.
- iv. Discuss how the location of the respondent and project staff will impact the project schedule and the coordination with the City's staff for Facilities Assessment for Renovations of City's Fire Stations.
- v. Provide three examples of similar contracts involving fire station or similar facilities that your firm has held within the past three years. For each example:
 1. Discuss the scope in comparison to our request.
 2. Discuss the relationship with your client and provide a reference name and telephone number.

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.

D. Technical Proposal, Project Understanding & Approach, Previous Projects

37 Review Points

- This document must be no more than six (6) pages,
- Response must follow instructions and supply information based on Section 2 Scope of Work pages 4 – 9 of this document.

E. Available Resources, Estimated Schedule, Work in Process for Prime

20 Review Points

- This document must be no more than six (6) pages.
- This section should discuss the availability to work on our project. Include current work in process for key personnel expected to be assigned to this project.
- Include estimated schedule or timeline to complete assessment as outlined in Section 2 Scope of Work pages 4 – 9 of this document.

4. Cost Proposal, Phase 2 Evaluation

30 Review Points

Do not include Cost proposal with other Proposal documents. Submit as PDF formatted cost proposal and rate sheets.

No page limit for cost proposal and rate sheets, but we ask that you keep the document only to relevant and necessary information needed to complete the response.

- A. Consultant acknowledges and agrees that by submitting a cost proposal and rate sheet in response to the City of Alpharetta's RFP 23-117, and in compliance with RFP 23-117 section What We Want to Do including scope of work and project requirements, you understand, offer, and agree that if this Proposal is accepted by the City Council within one-hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that you/ your company will furnish all deliverables upon which prices are quoted, at the price set opposite each.
- B. Each Consultant is asked to provide a Cost Proposal organized within a task-by-task schedule per fire station that includes the following details:
 - i. Time estimates for principals, staff, sub-consultants, etc. with hourly billing rates.
 - ii. Based on Deliverables (page 9, Section 5 of this document) include the number of meetings with our team that you feel will be necessary. Other than assessment visits for each station, assume no less than three meetings to review findings, recommended renovations, and proposed concepts. This may be one lump sum for review of all six stations. We do not expect separate meetings for each fire station review.
 - iii. Cost for materials and incidental services including travel expenses, copying, printing, and plotting. Any proposed percentage markup for reimbursable expenses.

- iv. Total cost per tasks.
- v. The cost proposal grand total shall be an amount "Not-to-Exceed."
- C. Define tasks and cost separately for each fire station:
 - Station # and Location within City of Alpharetta
 - i. 81 2970 Webb Bridge Road
 - ii. 82 3070 Market Place
 - iii. 83 9600 Westside Parkway
 - iv. 84 525 Park Bridge Parkway
 - v. 85 1475 Mid Broadwell Road
 - vi. 86 3275 Kimball Bridge Road
- D. Hourly Rate Schedule: A statement of hourly rates for all proposed staff classifications / key personnel, including hourly rates for sub-consultants. This should include any staff to support bidding services or construction services, if requested.

5. Optional Form

Local Vendor Preference application is not a required document. *3 review points*

→ Submit only if your firm is registered with our City and holds a current City of Alpharetta Business License.

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

6. Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your scoring 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

7. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, 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.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 23-117

RFP Title: Facilities Assessment for Renovations of City's Fire Stations

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they 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 terms, conditions, and requirements of any proposed Work as noted 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. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. 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 submittal of a proposal to the City, 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 proposals, to reject any proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any 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 Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant 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 on 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
- **Errors & Omissions Professional Liability Insurance:**
Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Contractor to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying

coverage for prior acts, which include Contractor's performance of the professional services under this Contract, Contractor shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant 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 Consultant 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 Consultant's, or Consultant's agents', employees' or subconsultants', 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. Term.

The term of the Contract starts upon contract execution by both parties and will end upon the completion of the Project, 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.

[use for short term or 'until completion' contracts: The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term.

6. 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 Consultant, 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 Consultant under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

7. Performance Prior to Contract Execution

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant'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.

8. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. 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 subconsultant of the Consultant and the City.

9. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant 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 Consultant 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 Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

10. 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 Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants 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 Consultant will give a response for the physical performance of service unless the Consultant 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 Consultant represents, warrants, acknowledges, and/or agrees that:
 - a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant 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.

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

- 1) The Consultant, 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 Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant 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 subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant 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 Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant 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-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
- 4) The Consultant 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 Consultant's response.

11. Compliance with Laws

The Consultant 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 Consultant subjects subconsultants to the same provision. The Consultant 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.

12. 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 Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant'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 Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

13. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, per O.C.G.A. § 36-60-13, this Contract will end at once and absolutely if the City finds 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 will be conclusive

14. Ownership of Work Product

In the event Consultant 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:

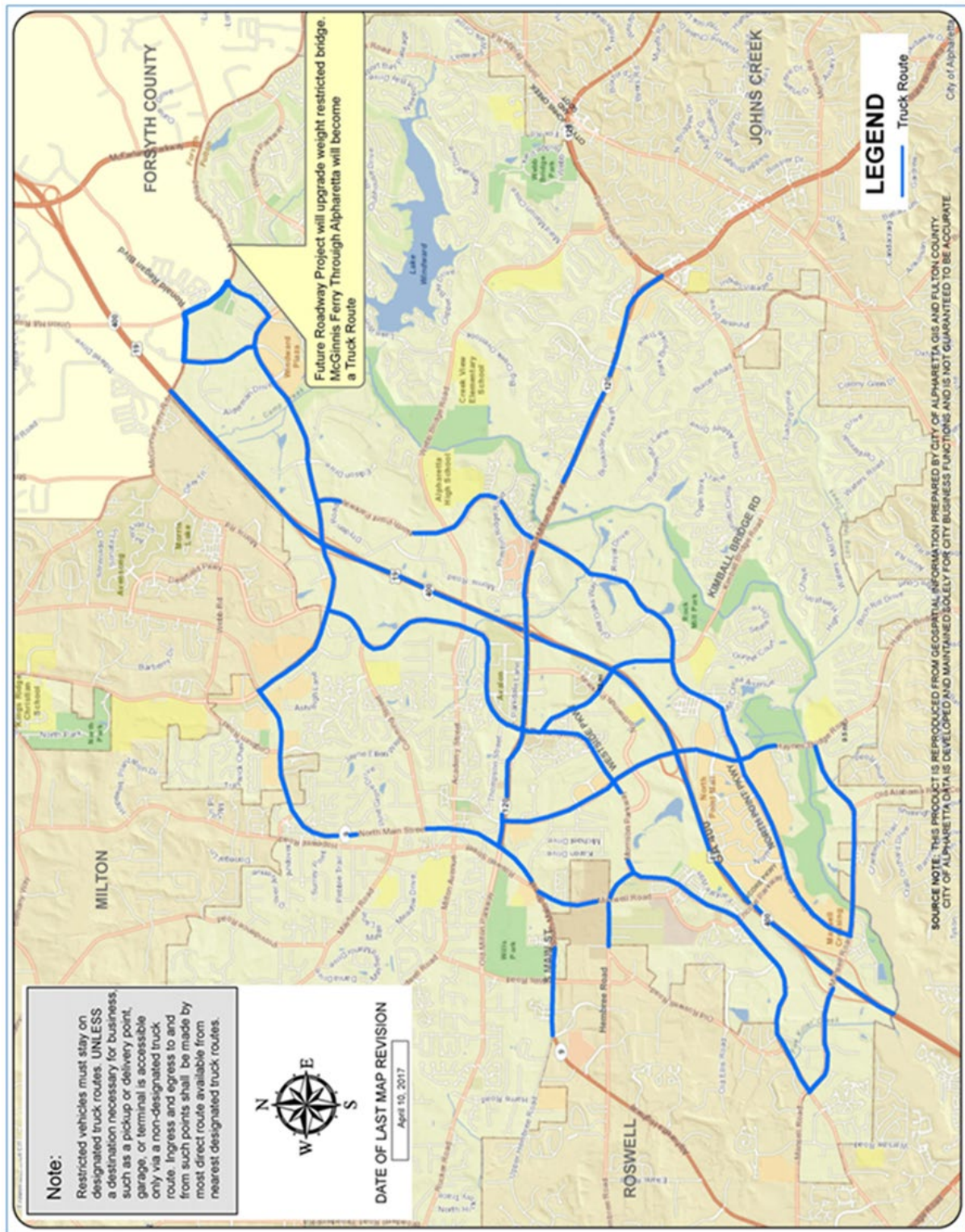
<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

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

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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



Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? ☐ Yes ☐ No

Select one of the following:

☐ No subcontractors providing a service have been utilized on this project.

☐ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.



Final Affidavit

[Optional: For construction projects. Remove if not appropriate for this Qualification]

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

[PROJECT TITLE AND DESCRIPTION]

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and

that there are no outstanding obligations or claims of any kind for the payment of which CITY on the

above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule

of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the firm of

_____ ; that they have read the above statement; and that to

the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires



Appendix C: Sample Contract Bond Forms

Do not return these forms with proposals. Only the awarded contractor will have to supply these bonds.

- A. 100% Performance Bond
- B. 100% Labor and Material Payment Bond

[The rest of page intentionally blank]

**100% Performance Bond****BOND #** _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the penal amount of _____ DOLLARS

(\$_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

[PROJECT TITLE AND DESCRIPTION], more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** must fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation will be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** is, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** will promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph will mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT**.

**100% Performance Bond****Page 2 of 2**

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action will accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this _____ day of _____, 201____.

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

Witness

By: _____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the _____ penal amount of _____ DOLLARS

(\$ _____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

[PROJECT TITLE AND DESCRIPTION], more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** will promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then tis obligation will be void; but otherwise it will remain in full force and effect subject, however, to the following conditions:

1. A Claimant will be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, eased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**.
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** will satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.



100% Labor and Material Payment Bond

Page 2 of 3

4. The **SURETY** hereby agrees that this Bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** will not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-90 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this _____ day of _____, 201____ .

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

SURETY: _____

Witness

By: _____ (Seal)
Georgia Representative



100% Labor and Material Payment Bond

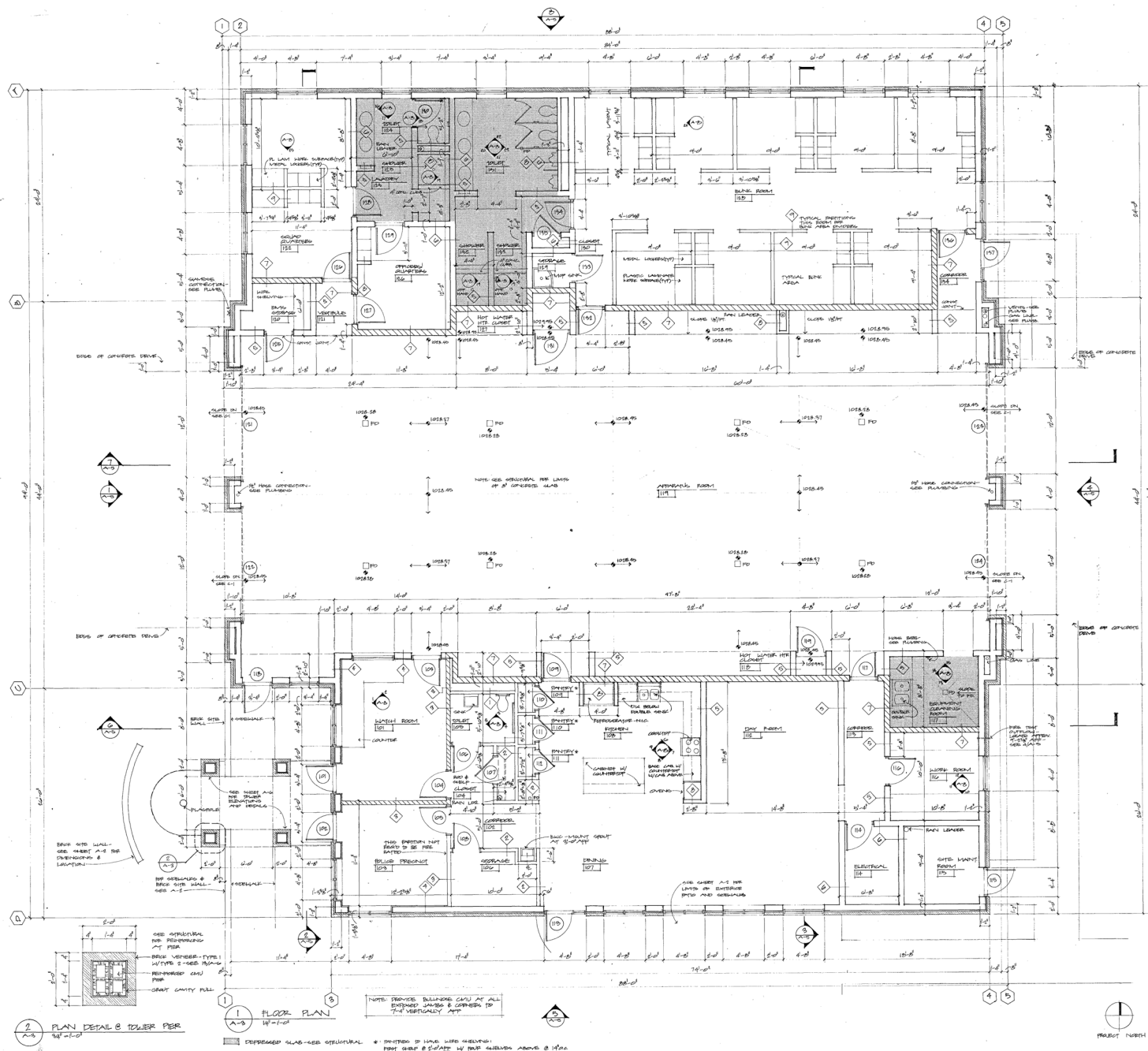
Page 3 of 3

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



CITY OF ALPHARETTA

FIRE DEPARTMENT

STATIONS NUMBER THREE AND FOUR

OWNER:

CITY OF ALPHARETTA
2 SOUTH MAIN STREET
ALPHARETTA, GA 30201

ARCHITECT:

THE HAUSEMAN GROUP, INC.
5 NORTH PARKWAY SQUARE
4200 NORTHSIDE PARKWAY NW
ATLANTA, GA 30327
TEL. (404) 231-5900
FAX. (404) 262-1307

CIVIL ENGINEER & LANDSCAPE ARCHITECT:

EBERLY AND ASSOCIATES
4330 GEORGETOWN SQUARE, SUITE 600
ATLANTA, GA 30338
TEL. (404) 452-7849
FAX. (404) 452-0086

STRUCTURAL ENGINEER:

PRUITT EBERLY STONE, INC.
4330 GEORGETOWN SQUARE, SUITE 601
ATLANTA, GA 30338
TEL. (404) 457-5923
FAX. (404) 452-0086

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION ENGINEER:

ADAMS DAVIS & PARTNERS
3190 NE EXPRESSWAY, SUITE 300
ATLANTA, GA 30341
TEL. (404) 936-9696
FAX. (404) 936-0099

LIST OF DRAWINGS:

CIVIL:

EXISTING SITE SURVEY FIRE STATION 3
EXISTING SITE SURVEY FIRE STATION 4
C-1 LAYOUT PLAN- FIRE STATION 3
C-2 GRADING AND UTILITY PLAN- FIRE STATION 3
C-3 LAYOUT PLAN- FIRE STATION 4
C-4 GRADING AND UTILITY PLAN- FIRE STATION 4
C-5 PROFILES
C-6 SITE DETAILS
C-7 SITE DETAILS
C-8 EROSION CONTROL PLAN- FIRE STATION 3
C-9 EROSION CONTROL PLAN- FIRE STATION 4
C-10 EROSION CONTROL DETAILS

ARCHITECTURAL:

A-1 ARCHITECTURAL SITE PLAN- FIRE STATION 3
A-2 ARCHITECTURAL SITE PLAN- FIRE STATION 4
A-3 FLOOR PLAN
A-4 REFLECTED CEILING PLAN AND ROOF PLAN
A-5 ELEVATIONS AND BUILDING SECTION
A-6 WALL SECTIONS AND DETAILS
A-7 DETAILS
A-8 INTERIOR ELEVATIONS, SECTIONS AND DETAILS
A-9 PARTITION, DOOR & STOREFRONT TYPES & DOOR FRAME DETAILS

STRUCTURAL:

S-0 GENERAL NOTES AND SCHEDULES
S-1 FOUNDATION AND FRAMING PLAN- FIRE STATION 3
S-2 FOUNDATION AND FRAMING PLAN- FIRE STATION 4
S-3 SECTIONS AND DETAILS
S-4 SECTIONS AND DETAILS

MECHANICAL:

M-1 DETAILS AND SCHEDULES HVAC
M-2 FLOOR PLAN - HVAC STATION NO. 3
M-3 FLOOR PLAN - HVAC STATION NO. 4

PLUMBING/FIRE PROTECTION:

P-1 FLOOR PLAN - PLUMBING AND FIRE PROTECTION STATION NO. 3
P-2 FLOOR PLAN - PLUMBING AND FIRE PROTECTION STATION NO. 4
P-3 RISER DIAGRAMS - PLUMBING
P-4 DETAILS - PLUMBING AND FIRE PROTECTION

ELECTRICAL:

E-1 SITE PLAN - FIRE STATION #3- ELECTRICAL
E-1.1 SITE PLAN - FIRE STATION #4- ELECTRICAL
E-2 FLOOR PLAN - STATION 3 - LIGHTING
E-2.1 FLOOR PLAN - STATION 4 - LIGHTING
E-3 FLOOR PLAN - STATION 3 - ELECTRICAL
E-3.1 FLOOR PLAN - STATION 4 - ELECTRICAL
E-4 FLOOR PLAN - STATION 3 - SYSTEMS & MECHANICAL POWER
E-4.1 FLOOR PLAN - STATION 3 - SYSTEMS & MECHANICAL POWER
E-5 ELECTRICAL RISER DIAGRAM, PANEL SCHEDULES, LEGEND, NOTES, STATION 3
E-5.1 ELECTRICAL RISER DIAGRAM, PANEL SCHEDULES, LEGEND, NOTES, STATION 3

PROJECT DATA:

GOVERNING JURISDICTION:
CITY OF ALPHARETTA FIRE MARSHAL
CITY OF ALPHARETTA DEVELOPMENT AND INSPECTIONS DEPARTMENT

BUILDING CONSTRUCTION TYPE:
TYPE IV, UNPROTECTED, FULLY SPRINKLERED

OCCUPANCY CLASS:
RESIDENTIAL

SITE ACREAGE:
FIRE STATION 3: 2.000 ACRES
FIRE STATION 4: 2.066 ACRES

SITE LOCATION:
FIRE STATION 3: LAND LOT 652, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GA; CITY OF ALPHARETTA.

FIRE STATION 4: LAND LOT 89, 1ST DISTRICT, 1ST SECTION, FULTON COUNTY, GA; CITY OF ALPHARETTA.

ZONING:
FIRE STATION 3: SPECIAL USE Z-92-05
FIRE STATION 4: CUP

GOVERNING CODES:

BUILDING CODE: STANDARD BUILDING CODE, 1991.

ENERGY CODE: GEORGIA STATE ENERGY CODE, 1986.

MECHANICAL CODE: STANDARD MECHANICAL CODE, 1991.

PLUMBING CODE: STANDARD PLUMBING CODE, 1991 WITH GEORGIA AMENDMENTS.

GAS CODE: STANDARD GAS CODE, 1991.

ELECTRICAL CODE: NATIONAL ELECTRIC CODE, 1990.

FIRE PREVENTION CODE: STANDARD FIRE PREVENTION CODE, 1991.

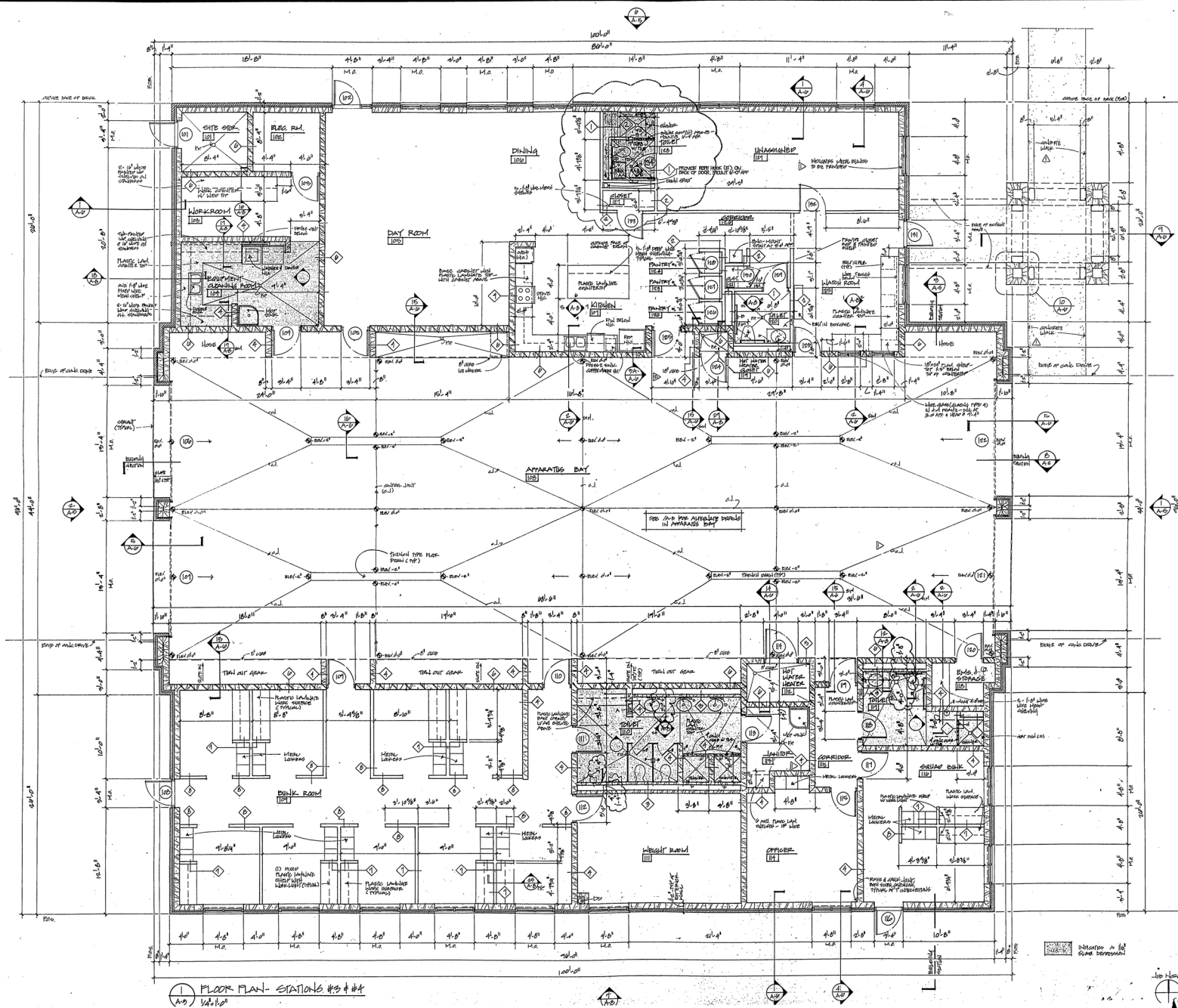
HANDICAP CODE: GEORGIA ACCESS LAW & THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990.

LIFE SAFETY CODE: NFPA BULLETIN 101 - LIFE SAFETY CODE, 1991, MODIFIED.

SET NO. 7

FIRE STATIONS NO. 3 & 4

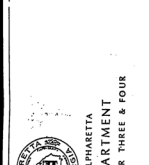
FIR1921005



Project No.	192026.0001
Project Name	STATIONS #3 & #4
Project Location	200 Northside, Suite 420/475 Northside Plaza 957/Alameda, CA 94575
Project Date	10/3/92
Project Status	FOR CONSTRUCTION

The Houseman Group

CITY OF ALPHARETTA
FIRE DEPARTMENT
STATIONS NUMBER THREE & FOUR



Sheet Title:
FLOOR PLAN

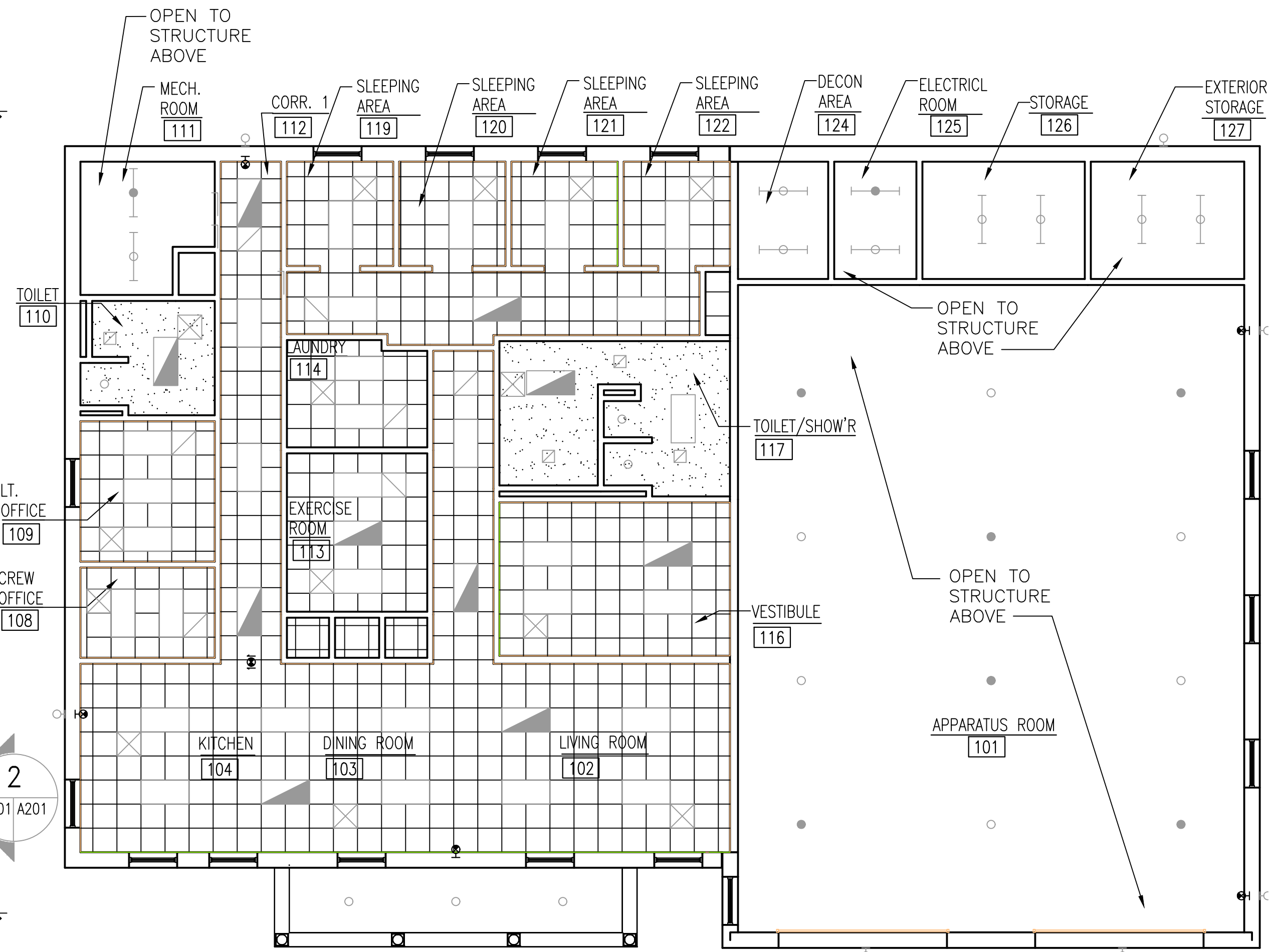
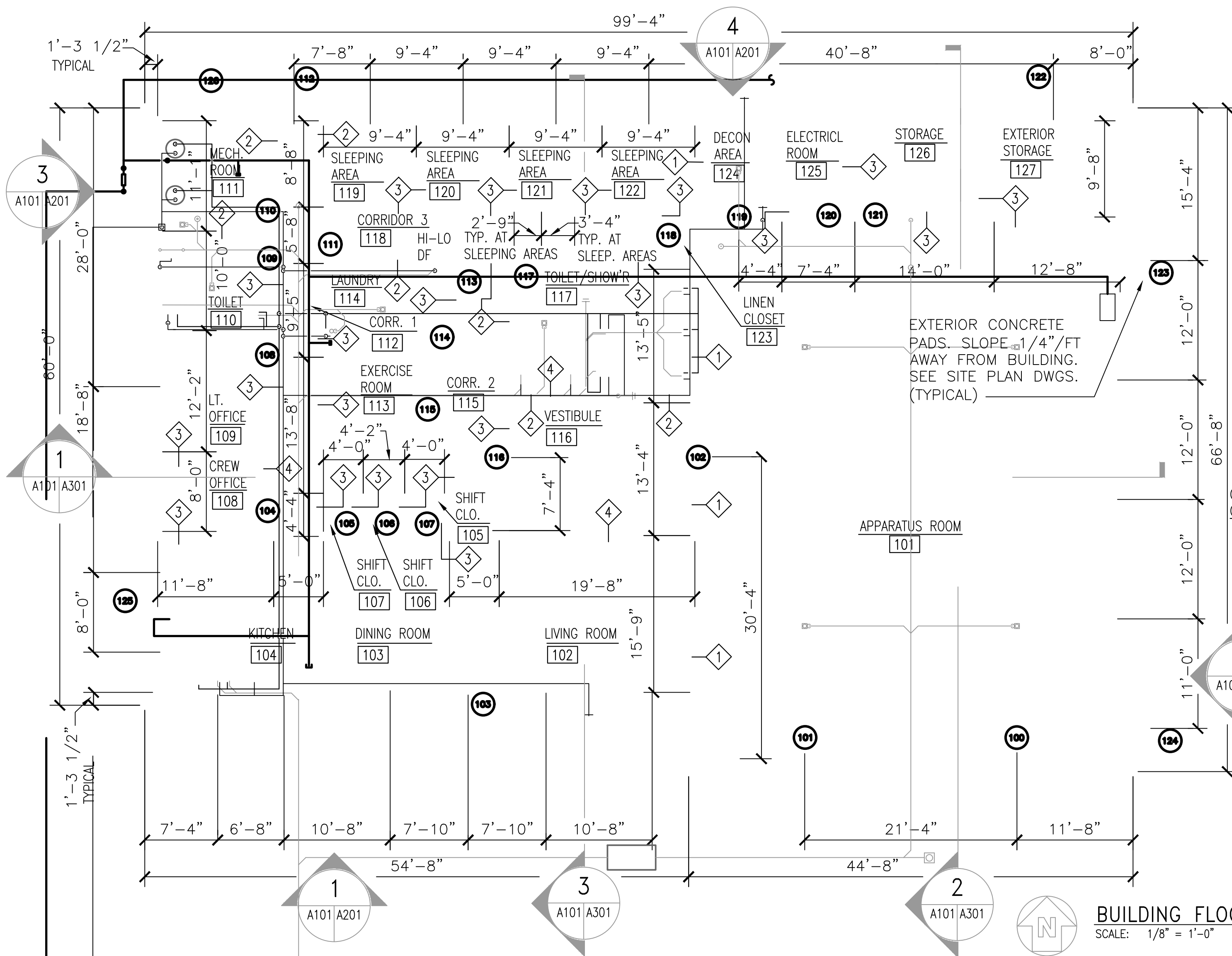
Drawn By:
P121

Checked By:
P121

Date:
OCT. 5, 1992

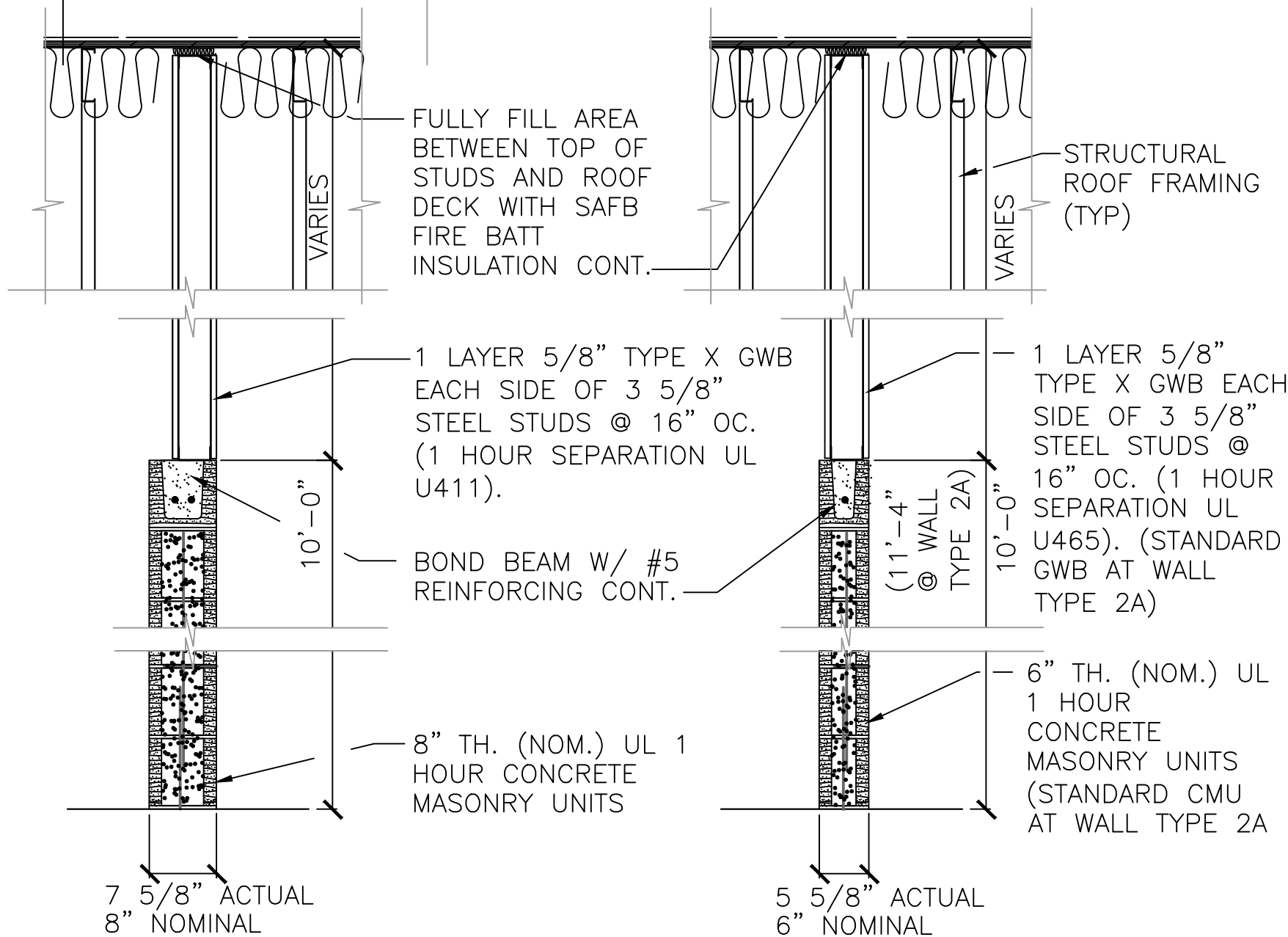
Project No.:
192026.0001 / 192047.000

A-3



REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

BUILDING FLOOR PLAN
SCALE: 1/8" = 1'-0"

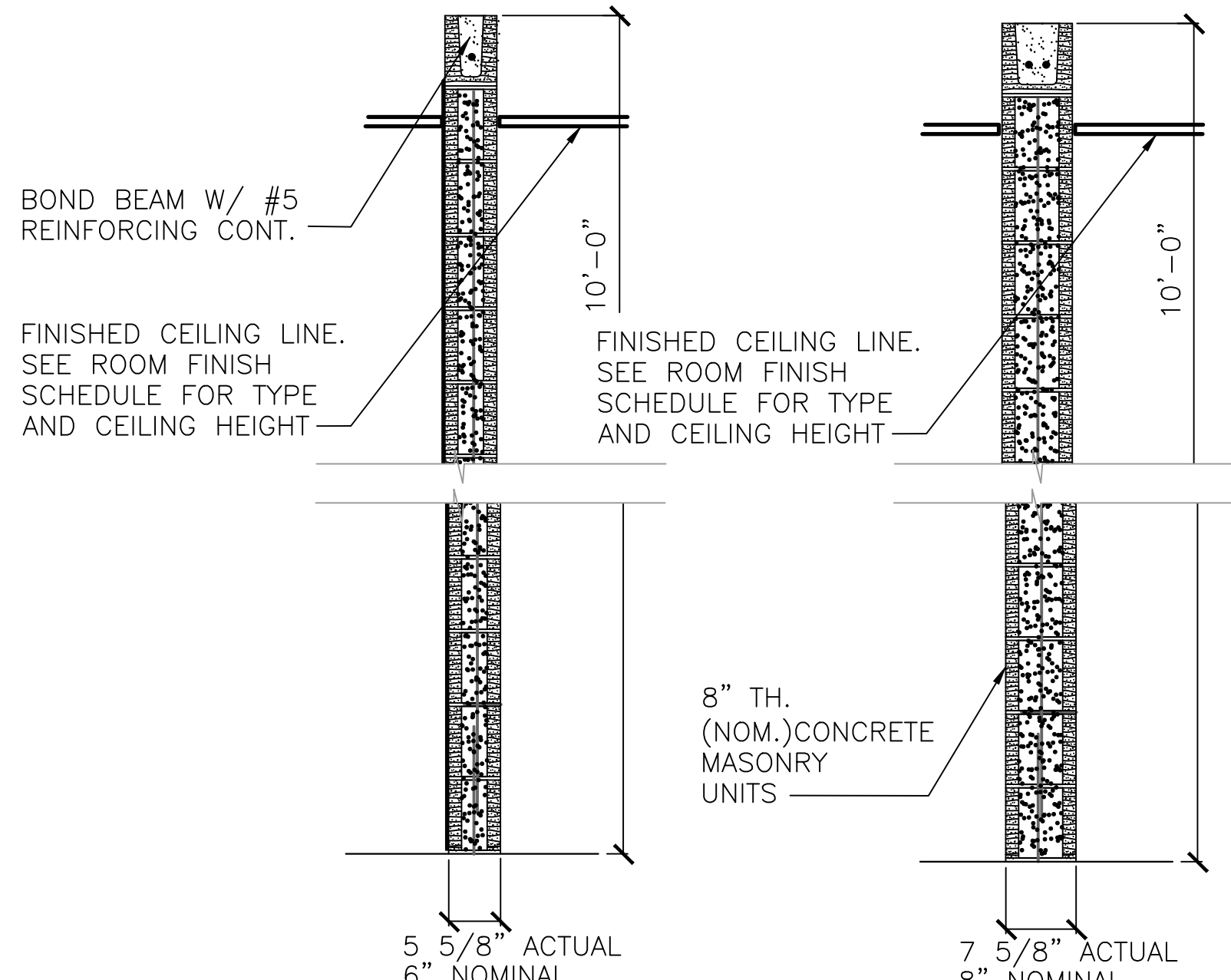


CMU PARTITION
1 HR. RATED PARTITION

INTERIOR WALL TYPES
SCALE: 3/4" = 1'-0"

CMU PARTITION
1 HR. RATED PARTITION

CMU PARTITION
NON-RATED PARTITION



CMU PARTITION
NON-RATED PARTITION

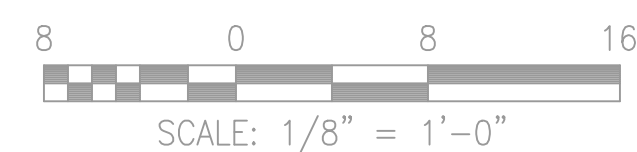
CMU PARTITION
NON-RATED PARTITION

RCP LEGEND

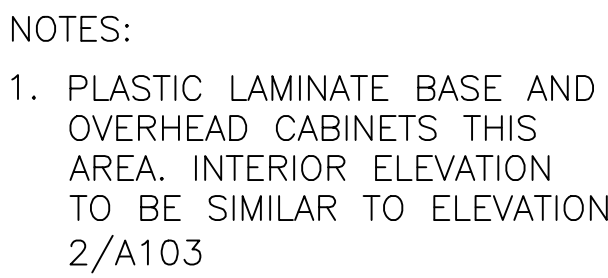
- SUSPENDED GWB CEILING.
- SUSPENDED LAY-IN TILE CEILING.
- HVAC SUPPLY AIR DIFFUSER
- HVAC RETURN AIR DIFFUSER
- SUSPENDED FLUORESCENT LIGHTING FIXTURE
- SUSPENDED EMERGENCY FLUORESCENT LIGHTING FIXTURE
- LAY-IN FLUORESCENT LIGHTING FIXTURE
- LAY-IN EMERGENCY FLUORESCENT LIGHTING FIXTURE
- CEILING ACCESS HATCH

RCP NOTES

- PROVIDE ACCESS PANELS IN SUSPENDED GWB CEILINGS AS REQUIRED. ACCESS PANELS SHALL BE PAINTED TO MATCH THE CEILING.
- EXPOSED STRUCTURAL STEEL, DUCTS, CONDUIT AND RELATED COMPONENTS ARE NOT SHOWN ON THIS DRAWINGS FOR CLARITY.
- EXPOSED CEILING MECHANICAL SUPPLY AND EXHAUST REGISTERS SHALL BE PRE-FINISHED TO MATCH CEILING COLOR.
- REFERENCE ROOM FINISH SCHEDULE, DRAWING FOR CEILING HEIGHTS



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



23-117 - Facilities Assessment for Renovations of City's Fire Stations

Project Overview

Project Details	
Reference ID	23-117
Project Name	Facilities Assessment for Renovations of City's Fire Stations
Project Owner	Debora Westbrook
Project Type	RFP
Department	Public Safety
Budget	\$0.00 - \$0.00
Project Description	The City of Alpharetta is seeking a qualified architectural and engineering design consultant firm with experience with fire station design, or similar facilities, to perform facility and systems / MEP conditions review and assessment of our six City fire stations. The City's expectation is to have the consultant identify improvement potential to update and modernize our fire stations within the current footprint of each fire station in order to comply with Clean Station Concept. This may include architectural and engineering design services to improve the living and working environments; workflow and open floorplan; and building features including public spaces, officer / non-officer areas, storage and maintenance areas, exterior improvements, etc. Our intent is that the renovation of the fire stations take into consideration each site's physical surrounding, needs of our fire personnel, construction and future maintenance costs, long term impact, and future management of the facility, and should provide for the Clean Station Concept as well as maintaining functional fire facilities. Site Visits will only be hosted during Phase 2 with shortlisted consultants. For initial proposal responses, we have provided floor plans for all six fire stations for your initial review. Note that a contract award for this RFP 23-117 may lead to architectural design services for the renovation of one or more of our six fire stations, however no amount of additional work after the assessments is guaranteed.

Open Date	May 18, 2023 1:00 PM EDT
Close Date	Jun 15, 2023 2:00 PM EDT

Submissions

Supplier	Date Submitted
BrosRomanBraun	Jun 14, 2023 9:33 PM EDT
PGAL, Inc.	Jun 15, 2023 11:48 AM EDT
McMillan Pazdan Smith Architecture	Jun 15, 2023 10:48 AM EDT
2WR of Gerogia, Inc.	Jun 15, 2023 11:49 AM EDT
Jericho Design Group	Jun 15, 2023 11:05 AM EDT
Croft & Associates	Jun 15, 2023 12:15 PM EDT
Wiley Wilson	Jun 15, 2023 1:56 PM EDT



CITY OF ALPHARETTA

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

NOTICE OF SHORTLIST CREATION

NOTICE POSTING DATE:	<u>JUNE 26, 2023</u>
RFP TITLE:	<u>FACILITIES ASSESSMENT FOR RENOVATIONS OF CITY'S FIRE STATIONS</u>
RFP #:	<u>23-117</u>
PROCUREMENT AGENT:	<u>DEBORA WESTBROOK, DWESTBROOK@ALPHARETTA.GA.US</u>

The information within this Notice of Shortlist Creation is made part of the RFP. The City of Alpharetta has selected the highest scoring firms from the technical proposal evaluations to continue review and evaluation through interview, presentations, or other such means to further evaluate each firm's capabilities as related to our project. This Notice of Shortlist Creation should not be considered as a binding commitment by the City.

Inquiries should be addressed to the Procurement Agent named above. If requested, the City will provide the reason(s) an Offeror was not successful in accordance with Georgia law.

Note that no information other than this notice and any publicly posted documents will be disclosed or discussed, nor shall the proposals be considered open record until after a contract is awarded by Alpharetta's City Council.

SHORTLISTED OFFERORS, LISTED ALPHABETICALLY

Croft & Associates

Jericho Design Group



Response for RFP #23-117
Facilities Assessment for Renovations of
City's Fire Stations
TECHNICAL PROPOSAL

JUNE 15, 2023



PRIMARY CONTACT: DOUG SHAW, PRINCIPAL / MANAGING MEMBER
208 PIRKLE FERRY ROAD, SUITE C CUMMING, GEORGIA 30040
678.983.5992 | DSHAW@JERICHO-DESIGN.COM

Better by Design. Local Experience + Municipal Expertise.

City's Fire Stations

CITY OF ALPHARETTA

RFP #23-117

CONTENTS



JERICOHO
design group



RELEVANT
EXPERIENCE



COLLABORATIVE
TEAM



PROVEN
PERFORMANCE



DESIGN
PARTNER

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Going through the design of a facility with Doug made a very **complex process** easier. I really appreciated his **creativity** and **collaboration**.

*Daron Hall
Nashville/Davidson
County Sheriff*

RFP #23-117 Facilities Assessment for Renovations of **City's Fire Stations**

Company Information

section

B



RELEVANT
EXPERIENCE



COLLABORATIVE
TEAM



PROVEN
PERFORMANCE



DESIGN
PARTNER



JERICHO
design group

Better by Design.

COMPANY INFORMATION

II. BUSINESS INFORMATION



208 Pirkle Ferry Road, Suite C
Cumming, GA 30040
dshaw@jericho-design.com
p. 678 983 5992

III. CONTACT

Mr. Doug Shaw
Principal/Managing Member
ROLE: Project Leader
Proposal Primary Point of Contact
dshaw@jericho-design.com
m. 678.983-5992

about Doug's experience

200+
Publicly Funded Projects

\$750+M
Municipal Career Portfolio

35+
Years of Local Government
Planning & Design Experience

I. COVER LETTER WITH BRIEF BUSINESS PROFILE

City of Alpharetta
2 Park Plaza Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

RE: RFP 23-117 Facilities Assessment for Renovations of City's Fire Stations | City of Alpharetta

It is with great excitement that Jericho Design Group, LLC submits to the City of Alpharetta our proposal for Facility Assessments for Renovations of the City of Alpharetta's Fire Stations. We have assembled the most experienced and innovative team of professionals available to lead your project - A team well-versed in local government facilities and specifically recent experience with Fire Station assessment and design.

With more than 30 years in the industry, Doug Shaw founded Jericho Design Group, LLC in 2016 to focus on the projects and clients that he is passionate about.

This high-powered team includes the local government expertise of Jericho Design Group and our engineering partners - Conway & Owen and Shear Structural. This is an unparalleled team that will deliver comprehensive facility assessments for the City of Alpharetta.

TEAM LEADERSHIP = PROJECT SUCCESS

Our team's approach for your project is simple. We will place specific emphasis on the following areas:

Listening and Verification – Our team's history with similar projects will be an asset. Our team understands City processes and procedures. We will continue our successful project delivery history and work with the City to understand every nuance of the facility's operational objectives and requirements.

Documentation – Our team will develop lists of design issues and decisions to ensure that your needs are met. We will also collaboratively coordinate with the team to make sure nothing is lost in the process.

Multiple Creative Solutions – Our team is committed to developing multiple planning options as a basis for review and comment.

Finally, our motto is "**Better by Design**" and we feel this saying is particularly true for this proposed project. Our team will use our deep experience on similar projects to discuss future trends and advise you on design solutions for your project needs.

ABOUT **US**

WHO WE ARE

Experience & Creativity

**This team
is truly
collaborative!**

Collaboration does not happen on a computer screen. It happens in a work session with all concerned parties working together.



Doug Shaw, AIA
Principal | Managing Member
dshaw@jericho-design.com
678.983-5992



FIRM INFORMATION

Jericho's design expertise includes a focus on municipal and local government clients. We have completed master planning, interior design and architectural design for many complex, high profile facilities.

During the past 30 years, Doug Shaw- team leader- has completed many public safety facilities including new construction, additions/ expansions, and renovations throughout Georgia. Doug knows the user group priorities that are involved with this type of facility and can anticipate the specific needs and wants for the building type.

Successful History of Working with Georgia Cities.

Our team has a history of working with many Georgia City Governments and understands the permitting and procurement procedures required.

Jericho's team has recent experience with fire station assessment and design and understands how to create the best design for your available funds. In addition, this team has experience working in the City of Alpharetta including office building renovations and education facilities.

Municipal Facilities are our passion and our expertise. We have focused on providing state-of-the-art facilities for county and city governments.



RETURN TO TOC



Doug Shaw **impressed** us with his ability to **grasp our view of the project**, provide **professional vision** and always able to **offer multiple options** and resolutions to any concerns we had. He was **very professional**, stayed **well-informed** and was able to assemble a **team** for us that was **well-skilled** in all aspects of the project.

*Kevin Tanner
Former County Manager
Barrow County*

RFP #23-117 Facilities Assessment for Renovations of **City's Fire Stations**

**Project Team
Resumes
SOQ
Project Staffing/
Qualifications
References**

section

C



RELEVANT
EXPERIENCE



COLLABORATIVE
TEAM



PROVEN
PERFORMANCE



DESIGN
PARTNER



JERICHO
design group

Better by Design.

i. CONTACTS

Proposal Contact

Doug Shaw, AIA
Managing Member/Owner
Jericho Design Group, LLC
208 Pirkle Ferry Road Suite C
Cumming, GA 30040
678.983.5992 | Mobile
dshaw@jericho-design.com

Project Contact Invoicing Contact

Yara Bond, AIA, NCIDQ
Project Manager
Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C
Cumming, GA 30040
770.655.5448 | Mobile
yrymer@jericho-design.com



ii. Key Team Members

Team Leadership

Team resumes have been included on the following pages.



Doug Shaw
PROJECT PRINCIPAL
JERICHO DESIGN GROUP
YEARS EXPERIENCE: 35
YEARS WITH FIRM: 6 [FOUNDER]



Yara Bond
PROJECT MANAGER
JERICHO DESIGN GROUP
YEARS EXPERIENCE: 16
YEARS WITH FIRM: 2.5

Doug Shaw and his chosen team are well-versed with Fire Station Assessments and Designs and are recognized experts and highly experienced Designers. Having completed similar projects in the past, this team has an established history of successful project design. They will bring the lessons learned to this project to streamline the process for the City of Alpharetta.

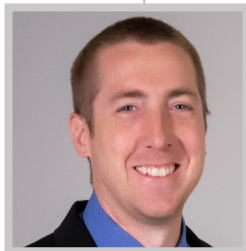
Whitney Regan

INTERIOR DESIGN
JERICHO DESIGN GROUP
YEARS EXPERIENCE: 16
YEARS WITH FIRM: 6



Mike Kennedy

PROJECT ARCHITECT
JERICHO DESIGN GROUP
YEARS EXPERIENCE: 35
YEARS WITH FIRM: 1



Kevin Finlay
MEP/FP PROJECT LEADER
MECHANICAL ENGINEERING
CONWAY & OWEN
YEARS EXPERIENCE: 16
YEARS WITH FIRM: 2.5



Annette Peterson
ELECTRICAL ENGINEERING
CONWAY & OWEN
YEARS EXPERIENCE: 32
YEARS WITH FIRM: 2.5



Karen Jenkins
STRUCTURAL ENGINEERING
SHEAR STRUCTURAL
YEARS EXPERIENCE: 16
YEARS WITH FIRM: 2.5



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iii. KEY TEAM MEMBERS | RESUMES



Doug Shaw AIA

PROJECT PRINCIPAL
PROPOSAL PRIMARY
POINT OF CONTACT

Jericho Design Group, LLC

Office Location: Cumming, GA

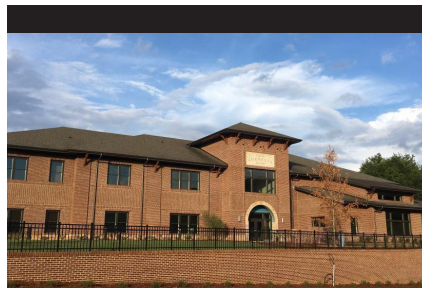
When Doug Shaw was a high school student, his art and calculus teachers recognized his talents and enjoyment of both subjects, and suggested architecture as a profession that could combine the two. This mix of analytical and creative skills has served Doug well throughout his career as an architect, where he has proven highly capable in planning, facility programming, and design. While Doug's professional experience covers a range of building types from prototype restaurants to high-rise office buildings, the majority of his career has concentrated on projects for government agencies and other public sector clients.

EDUCATION

Master of Architecture
Georgia Institute of Technology
Bachelor of Architecture
Georgia Institute of Technology

REGISTRATIONS

Registered Architect: GA



RELEVANT EXPERIENCE HIGHLIGHTS

**Jekyll Island
Public Safety Facility**
Jekyll Island, GA

**Cornelia City Hall,
Fire Station and Police
Precinct**
Cornelia, GA

**Fire Station
Interior Renovations**
Sandy Springs, GA

**Gwinnett County
Fire Apparatus
Renovation**
Lawrenceville, GA

Multiple Fire Stations*
Jefferson, GA

**City of Grovetown
Police Precinct and
Fire Station***
Grovetown, GA

**Gwinnett County
Fire Apparatus
Renovation**
Duluth, GA

**Sandy Springs Public
Safety Facility**
Sandy Springs, GA

**Gwinnett County
Fleet Maintenance
Building**
Lawrenceville, GA

Fire Station No 1*
Dawsonville, GA

Fire Station No 14*
Interior Renovation
Buford, GA

**Fire Stations No. 1,2,
3***
Gwinnett County, GA

Fire Station No 4*
Peachtree Corners, GA

**Forsyth County
Administration
Building**
Cumming, GA

**Forsyth County
Whole Health Facility**
Cumming, GA

**Carroll County
Administration
Building**
Carroll County, GA

**Dawson County
Courthouse &
Administration
Building**
Dawsonville, GA

**Fayetteville
Emergency
Operations Center**
Fayetteville, GA*

**Newton County
Sheriff's Office Annex
Addition**
Forsyth County, GA

**Jefferson Station
Police Station &
Library***
Jefferson, GA

Suwanee City Hall*
Suwanee, GA
Lilburn City Hall*
Lilburn, GA

**Administrative
Building Renovation**
Forsyth County, GA

**Administration and
Law Enforcement
Facility***
Nassau County, FL

**Barrow County
Courthouse & Jail***
Winder, GA

* INDICATES PROJECTS COMPLETED WHILE AT A PREVIOUS FIRM



Yara Bond AIA, NCARB, NCIDQ

STUDIO DIRECTOR/PROJECT MANAGER
PROJECT PRIMARY POINT OF CONTACT

Jericho Design Group, LLC Office Location: Cumming, GA

Yara is a licensed Architect and a licensed Interior Designer with more than 15-year experience in mixed-use, commercial, and educational projects. Her design process focuses on utilizing each project's unique conditions to deliver solutions that meet the project's goal and budget. She is very excited to be part of the Jericho Design team and to work with the City to successfully deliver this project.

EDUCATION

Tishreen University
Bachelor of
Architecture, BArch

REGISTRATIONS

Registered Architect:
GA, NCIDQ, NCARB

PROJECT EXPERIENCE HIGHLIGHTS

Public Safety Facility

Jekyll Island, GA

Police Headquarters & Municipal Court

Sandy Springs, GA

Forsyth County Administration Facility

Cumming, GA

Carroll County Administration Facility

Carrollton, GA

Forsyth County Whole Health Facility

Cumming, GA

Avalon Mixed Use Development*

Alpharetta, GA

The Battery Mixed Use Development

Atlanta, GA



Mike Kennedy AIA, NCARB

PROJECT ARCHITECT

Jericho Design Group, LLC Office Location: Cumming, GA

Mike is a project manager and architect with over 37 years of experience and extensive expertise overseeing a range of projects from multi-million dollar projects to smaller renovations. His design and management experience includes all technical components of municipal facilities, such as codes, security, sustainability, and construction administration.

EDUCATION

University of Houston
Houston, Texas
Master of Architecture

Clemson University
Clemson, South
Carolina
Bachelor of Science in
Design

REGISTRATIONS

Registered Architect: TX
& CA, NCARB

PROJECT EXPERIENCE HIGHLIGHTS

Carroll County
Courthouse Renovation
Carrollton, GA

Carroll County
Administrative Building
Carrollton, GA

Forsyth County
Administrative Building
Cumming, GA

Dawson County
E911/EOC Center
Dawsonville, GA

**Police Headquarters
& Municipal Court**
Sandy Springs, GA

Columbia County
Courthouse*
Evans, GA



Whitney Regan

INTERIOR DESIGN

Jericho Design Group, LLC Office Location: Cumming, GA

Whitney's responsibilities have covered many aspects of design including programming, design development, schematic planning, construction documents, finish selections, value engineering, building area calculations and construction administration. Whitney makes spaces engaging no matter what the budget. She thrives on incorporating new and innovative materials, interesting color palettes and creative lighting. She enjoys her daily contact with clients and consultants to develop lasting relationships.

EDUCATION

Bachelor of Fine Arts
Interior Design
Georgia State University

PROJECT EXPERIENCE HIGHLIGHTS

**New Fire Station
Interior Design**
Sandy Springs, GA

**City Hall, Police Precinct
and Fire Station**
Cornelia, GA

Public Safety Facility
Jekyll Island, GA

**Forsyth County
Juvenile Court Building**
Cumming, GA

**Police Headquarters
& Municipal Court**
Sandy Springs, GA

**Forsyth County
Administration Facility**
Cumming, GA



Kevin Finlay PE

MEP/FP TEAM LEADER MECHANICAL ENGINEERING

Conway & Owen Office Location: Alpharetta, GA

With more than 15 years of experience, Kevin, a Mechanical Engineer, serves as a Principal at Conway & Owen. In his role, he aids engineers with client deliverables. In addition, Kevin supports the company's overall business development efforts and mentors young engineers for future career growth.

EDUCATION

Bachelor of Science,
Mechanical Engineering
Clemson University

REGISTRATIONS

Professional Engineer:
Mechanical: GA

PROJECT EXPERIENCE HIGHLIGHTS

Fire Station No. 6
Auburn, AL

**City Center
Police, Courthouse & City Hall**
Jonesboro, GA

City Hall
Milton, GA

**Public Safety Complex
City Court, Police Station and
New Fire Station**
Milton, GA

City Hall
Suwanee, GA

**Historic Newnan Municipal
Complex Renovation and Addition**
Newnan, GA

**Coweta County
Sheriff's Office Expansion**
Newnan, GA



RETURN TO TOC



Annette Peterson

ASSOCIATE PRINCIPAL | LEAD ELECTRICAL DESIGNER
Conway & Owen Office Location: Alpharetta, GA

Annette has provided electrical design and analysis services for a variety of projects and markets including design for complex multiphase projects and outside of the box designs. As a senior electrical engineering professional for Conway & Owen, Annette's responsibilities include assisting with conceptual design, floor plan layouts for power and lighting, and coordinating needed electrical equipment connections with other disciplines.

EDUCATION

Bachelor of Science
Electrical Engineering
University of Central
Florida

PROJECT EXPERIENCE HIGHLIGHTS

Fire Station No. 6

Auburn, AL

City Center

Police, Courthouse & City Hall

Jonesboro, GA

Fire Station # 1

Dalton, GA

Public Safety Complex

City Court, Police Station and New Fire Station

Milton, GA

Fire Station #56

Marietta, GA

Fire Apparatus Renovation

Duluth, GA

Historic Newnan Municipal

Complex Renovation and Addition

Newnan, GA



Karen Jenkins PE, AIA, NCARB, NCIDQ

PRINCIPAL | STRUCTURAL ENGINEERING
Shear Structural Office Location: Chamblee, GA

Karen has 30 years of experience in structural engineering and design. Karen's project experience includes the design of municipal facilities, corporate headquarters, mission critical, laboratory and research facilities, educational facilities, faith-based buildings, commercial spaces, and a wide variety of adaptive reuse projects.

EDUCATION

MS Architecture &
MS Engineering,
Georgia Institute
of Technology

BS, University of Florida

REGISTRATIONS

Registered Architect:
GA,
Professional Engineer -
Structural: GA [PE, SE]
LEED AP

PROJECT EXPERIENCE HIGHLIGHTS

City Center

Police, Courthouse & City Hall

Jonesboro, GA

City Hall, Police Station and Fire Station

Cornelia, GA

Newnan Fire Station

Newnan, GA

Forsyth Fire Station #9 & #11

Forsyth County, GA

Fire Station #3

Augusta, GA

Forsyth County

Courthouse Annex Renovation

Cumming, GA

Forsyth County

Administration Building

Cumming, GA



RETURN TO TOC



WE HAVE DONE THIS BEFORE EXPERIENCE & QUALIFICATIONS

As mentioned previously and highlighted on the following pages, Jericho's team has recently completed similar projects and specifically has experience with Fire Station planning, programming and design. This prior experience ensures that the Fire Stations Assessments and Concepts will be successfully completed to deliver the City the best renovations for your Fire Station projects.

150+
YEARS
COMBINED
TEAM
EXPERIENCE

iv. LOCATION

Jericho Design Group is located in Cumming, GA. This is only 15 miles/ 18 min drive from Alpharetta. Our proposed engineering firms are located in Alpharetta and Chamblee. Location of firms will not be an issue or impact the project schedule or coordination with City staff. Our team will be available to quickly respond to all project needs.

 **RETURN TO TOC**

JERICO DESIGN GROUP

ALPHARETTA | FACILITY ASSESSMENT FOR RENOVATIONS | CITY'S FIRE STATIONS **12**



City of Cornelia

01 Municipal Campus | Fire Station, Police HQ and City Hall

Cornelia, GA

COST \$8.9M

DELIVERY Design-Bid-Build

DATES OF SERVICE

2017- 2021

SIZE 42,000 sf

RELEVANCE

Fire Station

State/Local Government Facility

Public Safety Facility

OWNER CONTACT

Dee Anderson

City of Cornelia

706. 778. 8585

dee@corneliageorgia.org

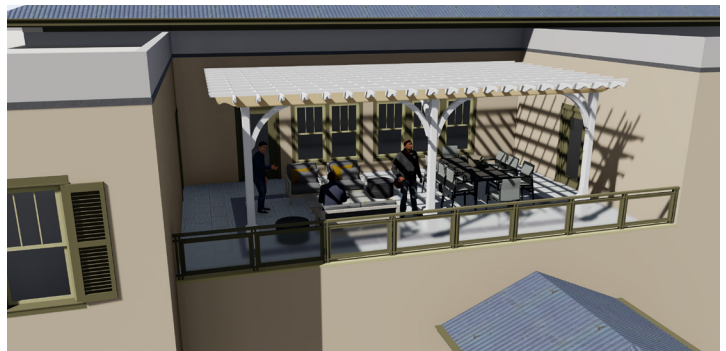
The City of Cornelia recently built two new structures on a city-owned site. The first building was a new Fire Station Headquarters with four apparatus bays, sleeping quarters, training rooms and other support spaces. The second building is a combined City Hall and Police Headquarters. This building will house city administrative functions as well as a public meeting room. The police headquarters will include muster, training and evidence storage spaces.

1. Scope Comparison: The project included programming, planning and design for a fire station. The team worked with the City to develop the best design to fit the needs of the City as well as blend with the other city buildings located on this site.

2. CLIENT RELATIONSHIP: Jericho Design Group's mission is to act as an extension of staff for our clients. This was the case with the City of Cornelia on this project. The team - including city staff and stakeholders - developed an efficient and collaborative environment. The team successfully delivered the municipal complex to the satisfaction of the client and the community.



RETURN TO TOC



02 City of Jekyll Island Municipal Campus | Fire Station and Police Headquarters

Jekyll Island, GA

COST \$7.5M

DELIVERY Design-Bid-Build

DATES OF SERVICE

2020-PRESENT

SIZE 15,000 sf

RELEVANCE

Fire Station

City Government Facility

Public Safety Facility

OWNER CONTACT

Noel Jensen

Deputy Executive Director

Jekyll Island Authority

912.635.4000

njensen@jekyllisland.com

Jericho Design Group has been working with Jekyll Island to design a new Public Safety Campus. The new building is a joint-use facility that houses the Fire Department and Georgia State Patrol. Facility support spaces include offices, IST, access control, bathrooms, storage, mechanical and electrical rooms. The Fire Station includes three apparatus bays, sleeping quarters, training rooms and other support spaces.

1. Scope Comparison: The project included programming, planning and design for a fire station. The team worked with the City to develop the best design to fit the needs of the City as well as blend with the character of its surroundings as well as other city buildings.

2. CLIENT RELATIONSHIP: Jericho Design Group's mission is to act as an extension of staff for our clients. This was the case with the Jekyll Island on this project. The team - including city staff and stakeholders - developed an efficient and collaborative environment. The team has successfully delivered the design for the Public Safety Campus to the satisfaction of the client.



RETURN TO TOC



03 City of Sandy Springs Fire Station No. 2 - Interior Design

Sandy Springs, GA

COST \$9.2M

DELIVERY Design-Bid-Build

DATES OF SERVICE

2019- 2021

SIZE 21,900 sf

RELEVANCE

Fire Station

City Government Facility

Public Safety Facility

CLIENT CONTACT

Chris Caudle

Hussey Gay Bell Architects

912.658.4820

Jericho Design Group was a consultant to Hussey Gay Bell Architects for interior design scope including finish and furniture selections. The new 2-story headquarters for Sandy Springs Fire Department provides 4-bays, multiple private dorm rooms, a large locker shower area, a study room, and a large dayroom.

1. Scope Comparison: Jericho's team completed interior design and space planning for this fire station. The team worked with the City to develop the best interior design to fit the needs of the City as well as incorporate best practices in the design of modern fire stations.

2. CLIENT RELATIONSHIP: Jericho Design Group's mission is to act as an extension of staff for our clients. This was the case with the City of Cornelia on this project. The team - including city staff and stakeholders - developed an efficient and collaborative environment. The team successfully delivered the new Fire Station interior design to the satisfaction of the client and the community.



RETURN TO TOC



ADDITIONAL REFERENCES:

Forsyth County Courthouse, Jail & Parking Deck

Cumming, GA

OWNER CONTACT

Joe Lee, Program Manager
Carter Goble Lee
770.560.5894
jlee@cglcompanies.com



Forsyth County Juvenile Courts Facility

Cumming, GA

OWNER CONTACT

Dan Callahan
Director of Public Facilities
Forsyth County
770.886.2819
DBCallahan@forsythco.com



Sandy Springs Police HQ & Municipal Court

Sandy Springs, GA

OWNER CONTACT

Richard Collins
Construction Manager
rcollins@sandyspringsga.gov
770.206.1416



Rockdale County Sheriff's Administration Building Addition and Renovation

Conyers, GA

OWNER CONTACT

Andrew Hammer
Deputy Director
General Services
Rockdale County
andrew.hammer@rockdalecountyga.gov
770.278.7268



Forsyth County Administration Building

Cumming, GA

OWNER CONTACT

John Jefferson, RA, PMP
Director
Forsyth County Capital Projects
678.455.9910
470.694.4709 c
jnjefferson@forsythco.com



RETURN TO TOC

JERICHO DESIGN GROUP



Doug Shaw provided **great success** in the design and construction of the County Courthouse & Detention Center... His solutions to challenges always came with the appropriate level of **insight and practical knowledge**.

*Michael Fischer
Former County Assistant Chief
Administrator
Barrow County*

RFP #23-117 Facilities Assessment for Renovations of **City's Fire Stations**

Technical Proposal

Project Understanding & Approach Previous Projects

section

D



RELEVANT
EXPERIENCE



COLLABORATIVE
TEAM



PROVEN
PERFORMANCE



DESIGN
PARTNER



JERICHO
design group

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PROJECT UNDERSTANDING

CITY OF ALPHARETTA FIRE STATION ASSESSMENT AND CONCEPTUAL DESIGN



Jericho's team understands that the overall contract for Phase I includes assessments, recommendations and conceptual design for architectural and engineering design services for improvements to the living and working environments for several of Alpharetta's Fire Stations. The City wants to create efficient workflow with open floorplan and building features that will include public spaces, officer/non-officer areas, storage and maintenance areas, and exterior improvements.

Alpharetta's intent is for the renovations to take into consideration each site's physical surrounding, needs of associated fire personnel, construction and future maintenance costs, long term impact, and future management of the facility. The designs will provide for the **Clean Station Concept** as well as maintaining functional fire facilities.



Jericho's team understands that the Clean Station Concept includes evaluation of the existing bays. The desire is to have the storage areas separated from the apparatus bays. Additionally, no food or ice machines

will be located in the apparatus bays. The exhaust systems will be evaluated to ensure they provide adequate expulsion of harmful releases from trucks and equipment.

The stations will include decontamination and cleaning areas with walk-off mats, closed doors, hand sinks, boot wash stations and airlocks and vestibules.

Living areas will be addressed to ensure that these areas are fully separated from the apparatus bays and equipment areas. The living area will also be designed to include workout and exercise areas. All living and exercise areas will be isolated from the apparatus bays. The kitchen areas are desired to provide an open



plan with visual connections with the kitchen, dining and day room. The overall plan will provide adequate space in each station to accommodate the required personnel and where possible provide access to outdoor seating with a large storefront window system for added lighting. Suggested tables, chairs and other furnishing will provide space for all personnel. Additionally, where possible the kitchen/living space will be designed to include a large island to serve as an information meeting area and gathering space. Appliances in these areas will be commercial grade or heavy-duty residential standards. Kitchen cabinetry will be thoughtfully designed to ensure adequate space to provide delineation for each shift and storage for large amounts of food preparation.

Sleeping Quarters will include bunk-room style design with divided quarters offering private one person bedrooms that include a twin extra long sized bed, desk, and storage space. These sleeping components will all lead to a common exit corridor. Restrooms will



RETURN TO TOC

include at least two showers with enclosures, two toilets, and two urinals. The sleeping quarters will be isolated from and not directly open to the apparatus bays.

Officer Sleeping Quarters will provide a private bedroom for each officer assigned to the station. Officer quarters will include one twin extra long sized bed, desk, storage space and conference space. Officer restrooms will be separate and solely dedicated to the officer space with potential sharing of up to two officers each. These restrooms will include at least one toilet, sink and stand-up shower with enclosure. The restroom will be either directly connected to the officer's sleeping quarters or accessible via a short private corridor.

Battalion Chief Office and Sleeping Quarters at both Stations 81 and 83 will provide housing space for the on-duty Battalion Chief. This area will include sleeping quarters, restroom, and office. These areas are completely private and separate from the public areas and other officer and non-officer areas. The Battalion Chief office will include a desk, credenza, bookcase and at least two guest chairs. The Battalion Chief sleeping quarters will include an extra long twin bed, desk and storage space as well as a meeting area. The Battalion Chief Restroom will have at least one toilet, one sink and one stand-up shower.

Laundry and Storage areas will be completely separate from the apparatus bay by doors to protect against noise and pollutants. Laundry facilities provide space for folding laundry and storage of supplies. A sink will be provided for laundry needs.

Public restrooms will be provided with at least one toilet and one sink. This restroom will be located in a space that is completely separate from all private



areas of the station. No public traffic will be directed through private areas occupied by non-officers, officers and Battalion Chiefs.

Gym and workout areas will include enough space to house free-weights, treadmill, stationary bike and rowing machine. The workout space will include an exhaust fan and will provide well-planned electrical outlets. This space will be separate from the sleeping quarters.

The Day Room will accommodate a television and provide at least 200 square feet with an additional 10 square feet for each 24-hour position.

Exterior improvements will take into consideration the context of each station and will be aesthetically pleasing. The exterior renovations will include improvements to lighting, landscape, parking and driveway. Exterior modifications include upgrading the Station 81 tank to a 2000 gallon tank. Stations 82 and 84 will be assessed to determine potential tank upgrades.





WORKPLAN

01 FACILITY CONDITION ASSESSMENT

Jericho's team understands that modernizing the existing facilities will be a cost-efficient approach allowing the City's funds to be allocated elsewhere. This approach is both cost-effective and environmentally responsible.

A facility condition assessment is formed from a combination of information and data sources. This allows the City to get a holistic understanding of their facilities and see how manipulating maintenance variables can impact long-term asset value.

It is evident that the City of Alpharetta values and prioritizes a collaborative approach and that they are community centered. Our team aims to acknowledge both of these values in the approach we take in completing the assessment. As such, we propose to complete interviews, walk-throughs, observations, focus groups, and surveys during our assessments.

The five steps involved in a successful assessment are outlined below:

STEP 1 - Preliminary Preparation

Mobilizing the consulting team and arranging site access.

STEP 2 - Data Collection

Reviewing documents, field visits, interviews, testing, and monitoring.

STEP 3 - Data Analysis

Estimating quantities and costs based on the collected data and statistical summarization.

STEP 4 - Preparation of the Report

Conducting peer review of the data to ensure accuracy and standards conformance.

STEP 5 -Presentation of the Report

Delivering the results to key stakeholders and decision makers.

STEP 1 - PRELIMINARY PREPARATION

Jericho's team will lead a workshop to obtain information from the City of Alpharetta and to confirm the requirements. These interviews at the onset of the assessment process will aid

the team in establishing a clear understanding of Alpharetta's long-term vision. This interview time shall include a review of the City's current vision for these facilities to confirm that the discussed vision and pre-existing principles are still aligned. During this meeting the team will work with the city to determine the best options and scheduling for meetings and communication going forward.

At project kick-off, the team will have determined the number of site visits (which will include all team members) needed to fully assess the conditions of each of the facilities included in this review.

Prior to conducting facility and site visits, Yara Bond will develop a comprehensive checklist and facility assessment plan that will allow the team to dive deep into the needs of the City. In addition, she will work with the city to develop an interview schedule with key users and stakeholders to discuss what is working well, what is working poorly, and what the group would change in their building now having operated it for all these years. This will assist our team in understanding some

of the challenges and successes in the existing building from an operational and maintenance standpoint. Our assessment task force for these interviews will include both architectural, engineering (MEPFP), and civil engineering team members. These interviews will be completed in advance of the building walk-throughs and will aid in developing an understanding of the building's condition and use for our assessment task force.

STEP 2 - DATA COLLECTION

After interviewing task groups, our team will conduct on-site walk throughs and observations to witness first-hand the types of activities occurring. The design professional will survey and review the current conditions at each facility and prepare a comprehensive report that identifies required scope items necessary to implement the City of Alpharetta's Clean Station concept for each of the existing buildings, as well as any needed site improvements.

Assessing the physical condition of assets is generally completed via walk-through inspections, mathematical modeling, or a combination of both. Determining functionality typically involves occupant interviews and will include rating each facility against the determined specific criteria.

The walk-throughs, conducted by our Technical Assessment Task Force of Architects and Engineers, will aim to assess the existing conditions for code compliance and life expectancy along with compliance with the Alpharetta Clean Station Concept vision.

During the site visits, Jericho's team will document current conditions, through notes, photos and videos. The Facility assessment will include several

factors such as building age, design, assets, materials used, and more. The site visit's purpose includes:

- » Review assets or systems
- » Investigation into the root causes of any deterioration
- » Evaluation of how well facilities are meeting the needs of occupants
- » Determination of each building's replacement value

STEP 3 - DATA ANALYSIS

With the site visits conducted and information gathered, a facility assessment including the inspection and evaluation of the physical condition of the facility will be created to include the below items. The key components of the physical inspection are size of both the site and facility, structural and mechanical features, maintainability, and safety and security.

- » Current conditions of assets (such as roofing, mechanical, plumbing, structural, and lighting)
- » Forecast of each asset's effective age and estimated lifespan
- » Cost analyses and timelines to help you build your capital budget.
- » Estimation of costs to correct your deferred maintenance backlog.
- » Identification of any code-related deficiencies or compliance concerns
- » Interventions required (for maintenance, refurbishment, or planned replacement)
- » Identification and estimation of costs to improve functionality.

STEP 4 - ASSESSMENT REPORT

With all results pulled together, the final report will include photographic records of systems and assets with an FCI number. FCI calculates the ratio between the estimated deferred maintenance dollars to the value, or replacement value, of the building and a projected (usually 10-year) capital plan for each facility.

The estimated value of the facility is the value of the physical structure and does not include other costs that may be necessary to replace a building such as demolition, asbestos abatement, site development, and utilities. The lower the FCI, the lower the need for remedial funding relative to the facility's value.

The final assessment report will provide the city with current conditions as well as remediation and modernization concepts to meet the City's Clean Station Concept. The facility assessment checklist assists the team in rating each building utilizing the same evaluative criteria within the six categories outlined below. Points are assigned to each category. The scores are based on a percentage and utilize the breakdown shown below:

- Current Asset listing age, condition, and lifespan
- Operational Issues
- Condition Issues
- Code-related or compliance related issues
- Functional Concerns to include:
 - » Space Configurations
 - » Finishes
 - » Equipment
 - » Mechanical
 - » Electrical
 - » Lighting
 - » Communications
 - » Additional Specific Requirements

STEP 5 - PRESENTING THE ASSESSMENT REPORT

Jericho's team will compile the information gathered and suggested remediation/upgrades that will be required to modernize the facilities to meet the City's Clean Station Concept.

The team will formally present its findings to the City. The meeting will encourage interaction with the stakeholders and foster a collaborative environment for discussion. The team will ensure all stakeholders fully understand the findings and the potential solutions for any issues found.

02 CONCEPTUAL DESIGN

Throughout the process, Jericho's team will have developed an understanding of the needs and wants from the City as well as the preferred aesthetics. This understanding will be used to develop conceptual plans for both the site and the facility design.

The conceptual plan will be comprehensive, providing the City with the information needed to translate the concept to a full design during a future design services contract should the City decide to move into construction for the project.

The team will generate estimates for the recommended design option and will provide reasoning for the recommendation. The estimate will be general yet thorough, allowing the City to develop an adequate Funding Plan for the project.

Typically Concept Development and Schematic Design will include the general scope of the project, design concepts:

Architectural Design:

- » Review of Owner's Program and Budget
- » Conceptual site and building plans
- » Preliminary sections and elevations
- » Preliminary selection of building systems and materials
- » Development of approximate dimensions, areas and volumes
- » Perspective sketch(es)
- » Study model(s)
- » Site Access
- » Parking

Landscape Design:

- » Consideration of alternate materials, systems and equipment, and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives, and environmental determinants.

Structural Design:

- » A predetermined structural system
- » Alternate structural systems

Mechanical Design:

- » Energy source(s)
- » Energy conservation
- » Heating and ventilation
- » Air conditioning
- » Plumbing
- » Fire protection
- » General space requirements

Electrical Design:

- » Power service and distribution

- » Lighting
- » AV/Telephones
- » Fire detection and alarms
- » Security systems
- » Electronic communications
- » Special electrical systems
- » General space requirements

Civil Design:

- » On-site utility systems
- » Fire protection systems
- » Drainage systems
- » Paving

Interior Design:

- » Partition/wall locations
- » Furniture and equipment layouts
- » Types and qualities of finishes and materials for furniture, furnishings and equipment.

Materials Research/ Specifications:

- » Identification of potential architectural materials, systems and equipment and their criteria
- » Quality standards consistent with the conceptual design
- » Investigation of availability and suitability of alternative architectural materials, systems and equipment
- » Coordination of similar activities of other disciplines.

Our Team's philosophy during the Design Phase emphasizes the participation of the City's stakeholders, who know and understand the project requirements.

We will structure the process to encourage their active participation and involvement throughout the

design and documentation phases in frequent working sessions with the A/E team.

Generally, we will do the following:

- » Issue documentation to the City before any scheduled meetings to make sure they have review time prior to the meeting.
- » Keep detailed meeting notes to document decisions.
- » Advise the City when the program or design solutions impact the project budget or schedule.
- » Always, always communicate briefly and succinctly to make sure important concepts are well understood.
- » Discuss "out of the box" solutions when appropriate.
- » Never present only one solution...Always try to give options to the owner to select from.

SCHEMATIC DESIGN PHASE

- Meet with all stakeholders to confirm requirements.
- Review and implement programming and verify user FFE needs based upon any previously approved work.
- Lead Design meetings required to meet the scope of work.
- Owner shall "sign off" on the site plan and facility designs prior to the team engaging the engineers.
- Prepare a Statement of Probable Cost for the project.
- Develop

recommendations to reduce cost if it exceeds the established funding.

Utilizing the team's experience and knowledge, Jericho will provide our team's preferred conceptual alternative design and estimates.

Upon review of all options with the City and key stakeholders, Jericho will make a final recommendation based upon best practices, our understanding of the City's financial position and the needs of the community, taking into consideration all stakeholder input.

03 PRESENTATION OF FINAL REPORT

Jericho's team will compile the conceptual design package and formally present these options to the City. The team will work with the City and its stakeholders to make modifications and finalize the plans.

The final report will be a comprehensive assessment of the existing facilities with the chosen conceptual design and preliminary cost estimate to complete renovations and potential expansions. The team will coordinate a meeting with the City to formally present the finding and solutions for the six fire stations. The report will ultimately provide the City with a design ready for the next stages in the process for Phase II of the plan.

ADDITIONAL RECENT, SIMILAR PROJECT HIGHLIGHTS:



SANDY SPRINGS PUBLIC SAFETY FACILITY \$45M; 130,000 SF



ROCKDALE COUNTY FIRE TRAINING/EMA/g11 CAMPUS \$10M; 20,000 SF



FORSYTH COUNTY ADMINISTRATION BUILDING \$45M; 130,000 SF



FORSYTH COUNTY ADMINISTRATION BUILDING \$2.9M; 10,000 SF



FORSYTH COUNTY JUVENILE JUSTICE CENTER \$17M; 63,000 SF



CARROLL COUNTY COURTHOUSE RENOVATION \$3M; 26,000 SF



RETURN TO TOC



44 Doug developed the vision given to him and transferred those ideas into reality of form and function. Doug Shaw is a man of great integrity and his knowledge of design and construction of functional buildings with visually pleasing form is a combination valuable to any project team.

*Michael Fischer
Former County Assistant Chief
Administrator
Barrow County*

RFP #23-117 Facilities Assessment for Renovations of **City's Fire Stations**

**Available Resources
Estimated Schedule
Work in Process**

section

E



RELEVANT
EXPERIENCE



COLLABORATIVE
TEAM



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PERFORMANCE



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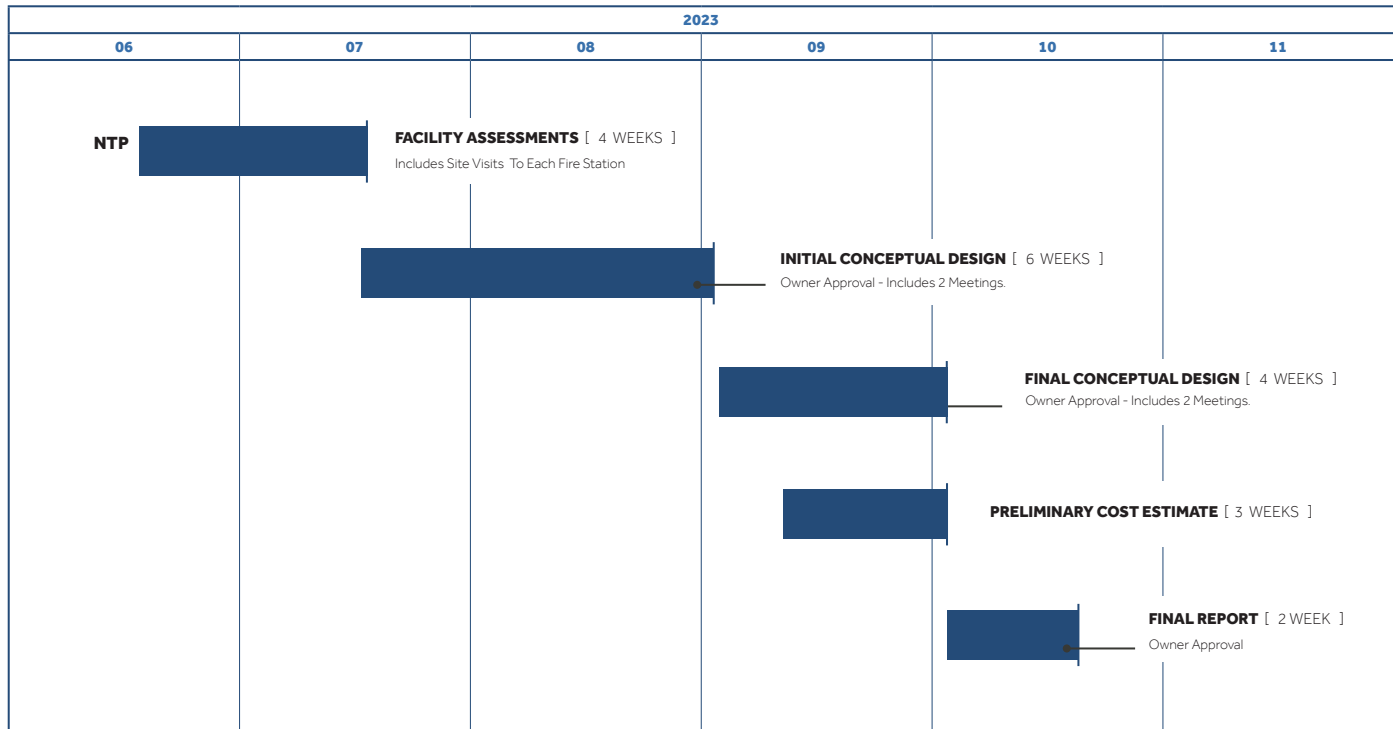
AVAILABLE RESOURCES

Jericho Design Group's proposed team will be available to begin work as soon as Notice to Proceed is received. We have work in various stages of completion and will have the available resources and staff to successfully complete this assessment and conceptual design for the City of Alpharetta.

WORK-IN-PROGRESS	
PROJECT	ANTICIPATED CONSTRUCTION COMPLETION
Forsyth County Admin Building	2nd Qtr 2025
Forsyth County Whole Health Bldg	2nd Qtr 2025
Sandy Springs Public Safety Facility	4th Qtr 2024
Carroll County Admin Building	4th Qtr 2024

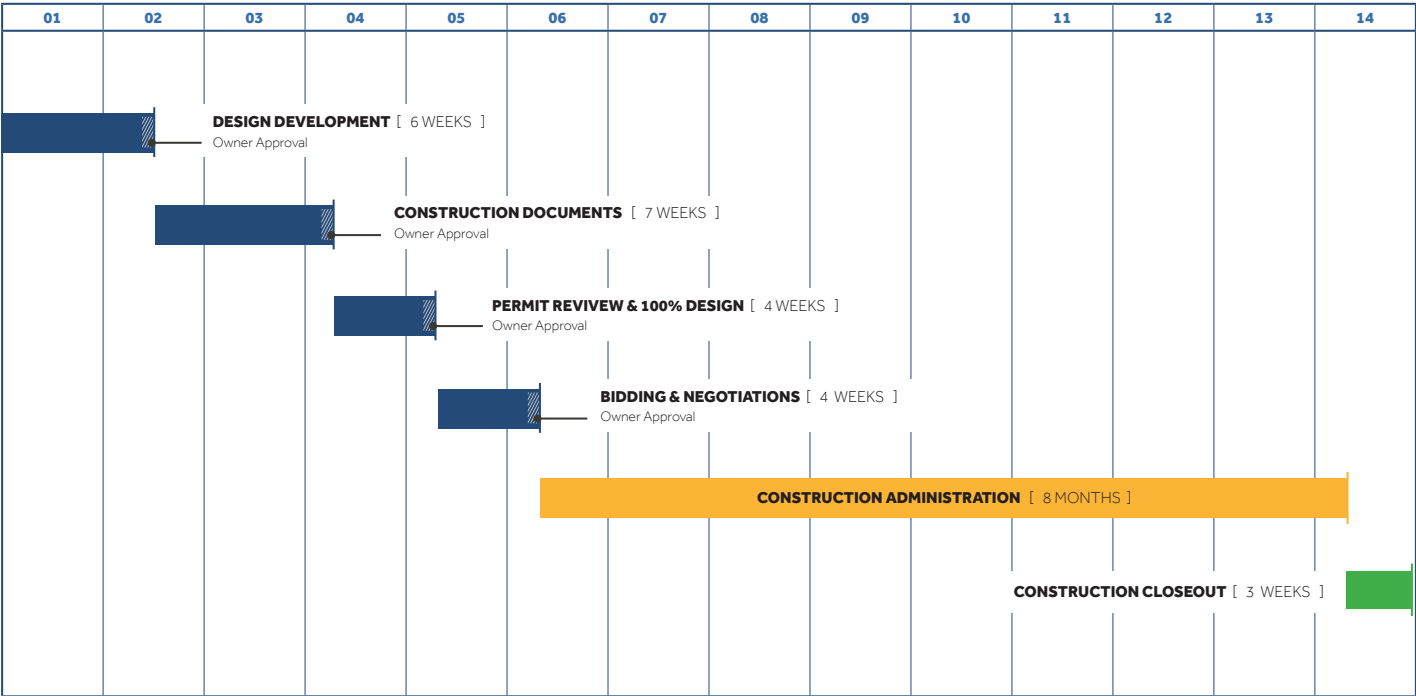
PRELIMINARY PHASE 1 SCHEDULE

Jericho Design Group's preliminary schedule anticipates completing the fire station assessments and conceptual design concurrently as outlined below:



PRELIMINARY PHASE 2 SCHEDULE

Should the project lead to the next phase, we have included - for reference - Jericho Design Group’s preliminary schedule. This schedule also is based on completing the fire station design and construction concurrently with estimated completion in 14 months.



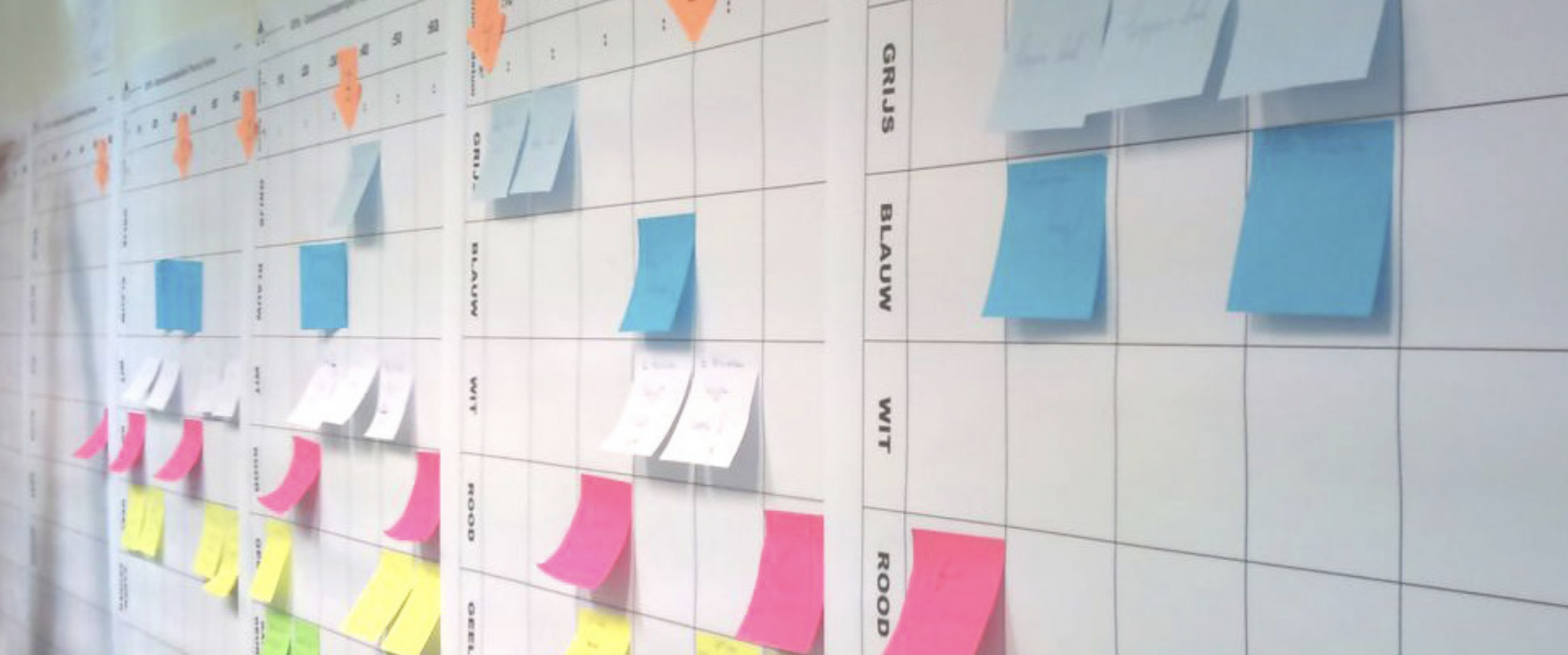
At the onset of a new project, Jericho Design Group develops a schedule with major milestones in order to meet the deadline set by the Owner. With each milestone, the design process is held to a tight schedule with regular meetings with all the design team members throughout the project.

Typically during the early design phase, we hold bi-weekly meetings where we will review the previous meeting’s directives, reach a consensus on direction, periodically update cost estimates and scheduling and determine the key action items and responsibilities for future meetings. In cases where time sensitive issues arise, we will call additional meetings so the schedule and budget are not negatively impacted. With a proactive approach such as this, we are able to reallocate staff to assist on a project with an aggressive deadline should it become necessary.

In summary, we understand each project and client is different. We believe in the spirit of collaboration and drilling down to the operations and procedures of each client and team.

We consider ourselves nimble and adaptable to most situations or processes established by the Owner. We look forward to discussing the “Alpharetta” with you!





Quality Control

A critical component of schedule maintenance is Quality Control.

Jericho's team is committed to providing **quality service** and **quality documents** in the fulfillment of our **clients' missions and goals**. This commitment ensures that the project schedule is maintained with no issues or delays.

1

Program Review

- *Back-Check Meeting Minutes*
- *Review Owner System Preferences*
- *Owner Low Voltage Requirements*
- *Functional Verifications*

2

Technical Review

- *Practical Means & Methods*
- *Construction Detailing*
- *Phasing Considerations*
- *Schedule Adherence*
- *Budget Adherence*
- *Continuous Through Design*

3

Coordination Review

- *Dimensional Coordination*
- *System Coordination*
- *Envelope Coordination*
- *Site and Building Coordination*
- *Methodology = Pin Ups*

We are committed to our quality assurance process consisting of a three step process: Program Review, Coordination Review and Technical Review. These substantial independent reviews are conducted by our most experienced professionals with the charge of providing a "fresh set of eyes" to assure that we produce only the very best design documents. Quality Assurance for your project will be the responsibility of Yara Bond who will ensure all project details, no matter how minute, are incorporated into the design documents.



RETURN TO TOC

Team Work

Team Work is how we successfully deliver a project design. Team work and collaboration foster a goal-oriented process with all members keeping the end in mind. Jericho firmly believes the keys to creating our team are open communication, dependability and trust. Open communication maintains the schedule and budget.

Open communication includes all stakeholders on the project including City Stakeholders. On the outset of the project, we establish processes to facilitate timely and effective communication, collaboration and issue resolution. This includes setting clear expectations and providing frequent project status updates including cost and schedule progress.

Open communication also includes sharing information when challenges arise. A problem kept secret will not resolve on its own. Challenges are more easily tackled when they are brought forth early and when all parties of the team have input to the solution. Everyone on the team has a stake in the project's success and will have the opportunity to provide input to resolve challenges. This open communication and inclusion creates trust among the team.

**Creating trust is
our key to TEAMWORK.**





Active Technology

Transparency is our strategy to maintain project commitments and schedule.

WE USE ACTIVE TECHNOLOGY.

We do things a little differently. We use technology in an active manner to help perform our services at the highest levels. This in turn benefits both the schedule and the budget.

The basic tools of our platform include the following:

BIM: HOW WE DRAW

Like many in the industry, we use a program called Revit (or BIM) to do our design work. It is an efficient way to bolster coordination throughout the design process. We also share our model with our estimator to accurately “Scope-Out” the project.

LUMION: HOW WE ANIMATE

During the concept design phases, our team will not only use BIM software to model the building and proposed space to be renovated but also use Lumion software (from the gaming industry) to allow the client to “experience” the space before the design is finalized. These animations are useful to allow design decisions to be made and to give the client a real vision of the proposed construction.

NEWFORMA - HOW WE DELIVER

During the construction phase, we use Newforma for document management, field reports and punch lists. This advanced tool allows the design and construction team to work more effectively with each other. We can issue field reports before we leave the site. This is a huge improvement over traditional field report processes which can take days to issue.



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JERICO DESIGN GROUP



RFP #23-117

Facilities Assessment for Renovations of
City's Fire Stations
COST PROPOSAL

JUNE 15, 2023



JERICHO
design group

208 PIRKLE FERRY ROAD, SUITE C CUMMING, GEORGIA 30040
678.983.5992 | DSHAW@JERICHO-DESIGN.COM

Better by Design. Local Experience + Municipal Expertise.

4. Cost Proposal Phase 2 Evaluation

A. CONSULTANT ACKNOWLEDGMENT

Jericho Design Group agrees that by submitting a cost proposal and rate sheet in response to the City of Alpharetta's RFP 23-117, and in compliance with RFP 23-117 section What We Want to Do including scope of work and project requirements, the firm and its principals understand, offer, and agree that if this Proposal is accepted by the City Council within one-hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that Jericho Design Group will furnish all deliverables upon which prices are quoted, at the price set opposite each.

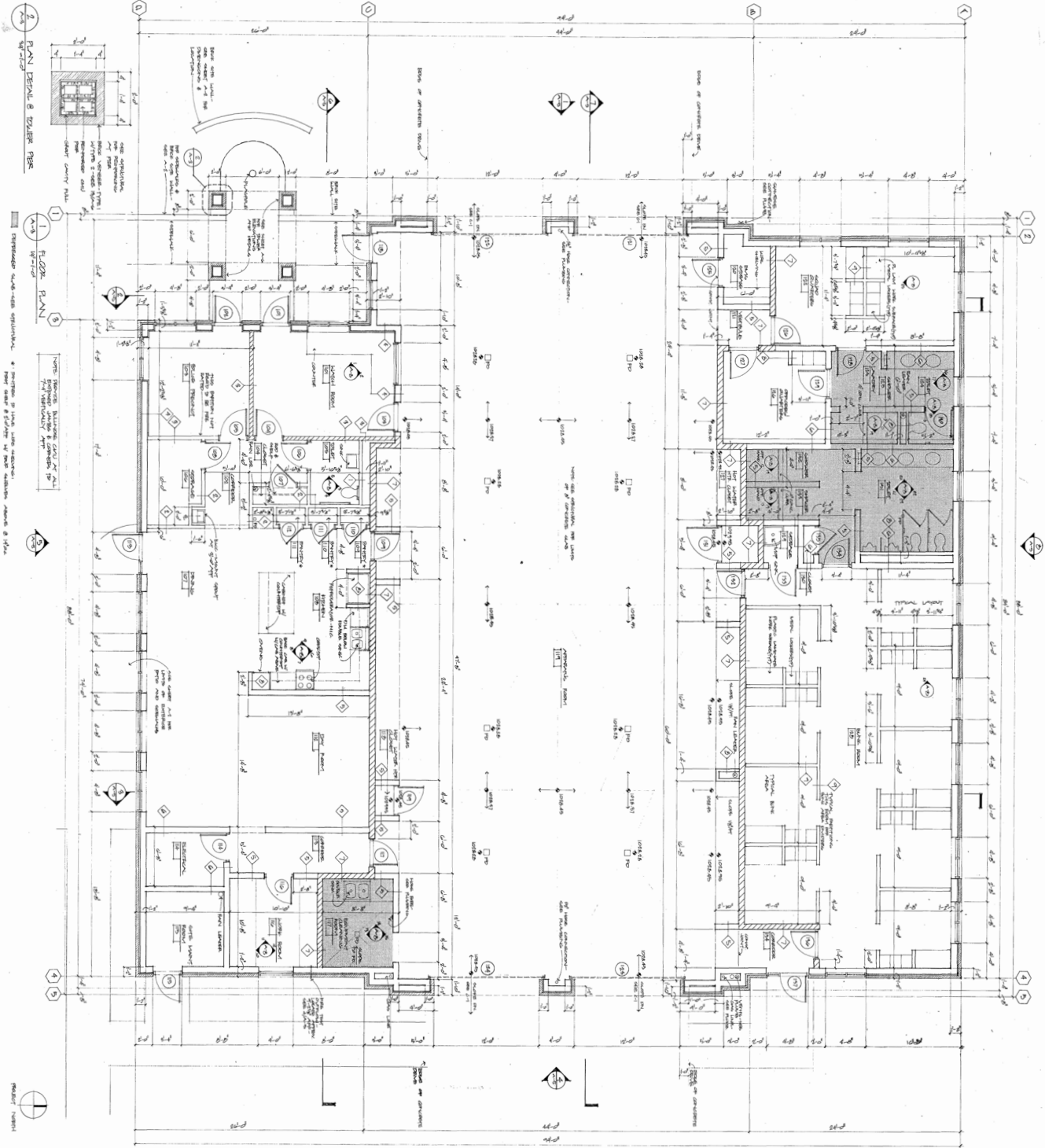
B. COST PROPOSAL & C TASKS AND COST DEFINED BY FIRE STATION

Fire Station #81 2970 Webb Bridge Road				
i	STAFFING ESTIMATES			
	Personnel/Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
	Electrical Engineer	8	\$176	\$1,408
	Fire Protection/Plumbing Engineer	6	\$176	\$1,056
	Civil Engineer	6	\$171	\$1,026
	Landscape Architect	4	\$156	\$624
	Administrative	2	\$82	\$164
ii	MEETINGS Please see lump sum for all six fire stations included following the Fire Station Specific Breakdowns.			*
iii	REIMBURSABLE EXPENSES			\$250
	% Markup for Reimbursable Expenses			0
iv	COST PER TASK			Estimated Fee
	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #81 SUBTOTAL			\$16,000
	FIRE STATION #81 TOTAL			\$16,250

Fire Station #82

3070 Market Place

i	STAFFING ESTIMATES			
	Personnel/Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
	Electrical Engineer	8	\$176	\$1,408
	Fire Protection/Plumbing Engineer	6	\$176	\$1,056
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	Landscape Architect	4	\$156	\$624
	Administrative	2	\$82	\$164
ii	MEETINGS Please see lump sum for all six fire stations included following the Fire Station Specific Breakdowns.			*
iii	REIMBURSABLE EXPENSES			\$250
	% Markup for Reimbursable Expenses			0
iv	COST PER TASK			Estimated Fee
	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #82 SUBTOTAL			\$16,000
	FIRE STATION #82 TOTAL			\$16,250



Drawn by: [Signature]
 Checked by: [Signature]
 Date: 11/14/89
 Project No.: 10000
 A-3

FLOOR PLAN



This drawing, as an instrument of service, is and shall remain the property of the architect and shall not be reproduced, published or used in any way without the permission of the architect.

The contractor shall verify all dimensions and existing conditions prior to construction and shall be responsible for any errors or omissions.

© The Houseman Group



THE HOUSEMAN GROUP
 ARCHITECTS
 100 Northcross, Suite 650/3715 Northside Pkwy NW, Atlanta, GA 30327/4041 231-5900

The Houseman Group

No.	Date	Revision	Remarks/Bulletin

RELEASED FOR CONSTRUCTION

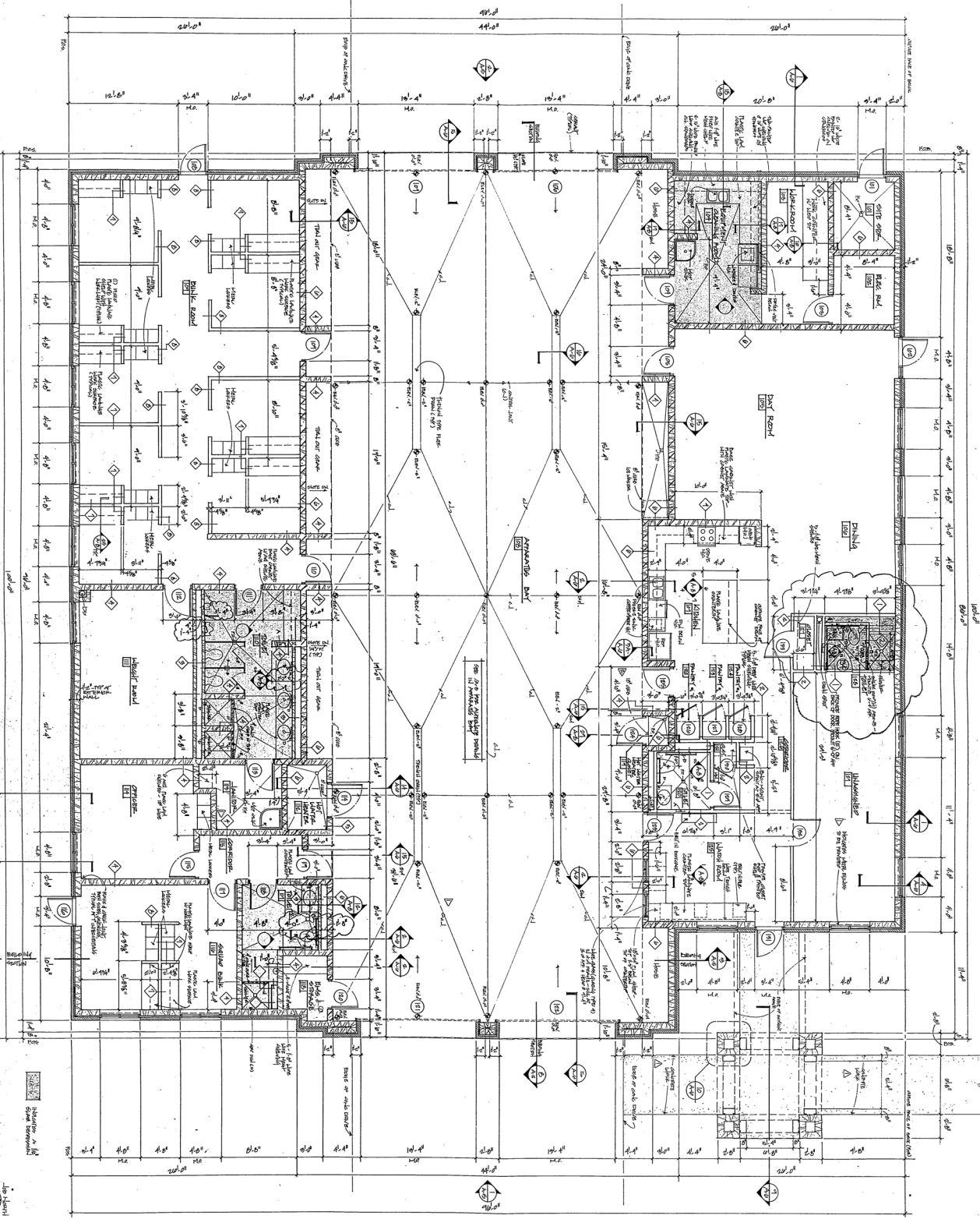
Fire Station #83
9600 Westside Parkway

i	STAFFING ESTIMATES			
	Personnel/ Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
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	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #83 SUBTOTAL			\$16,000
	FIRE STATION #83 TOTAL			\$16,250

1 FLOOR PLAN - STATION 3 & 4

1/2" = 1'-0"

1/2" = 1'-0"



Project No. 33322-00
A-3

Sheet Title:
FLOOR PLAN
Checked By:
Date:
Project No. 33322-00



This drawing, as an instrument of service, is and shall remain the property of the architect and shall not be reproduced, published or used in any way without the permission of the architect.
The contractor shall verify all dimensions and existing conditions at the site before proceeding with each phase of his work.
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CITY OF ALPHARETTA
FIRE DEPARTMENT
STATIONS NUMBER THREE & FOUR

The Houseman Group

200 Northcrest, Suite 420/3715 Northside Pkwy NW/Atlanta, GA 30327-4041 231-5900

Date	Revision	Remarks/Bulletin
10/05/92	Approved #1	
12/01/92	Final to TOLEP #14402	
3/25/93	Revised to TOLEP #12, 13, 102	

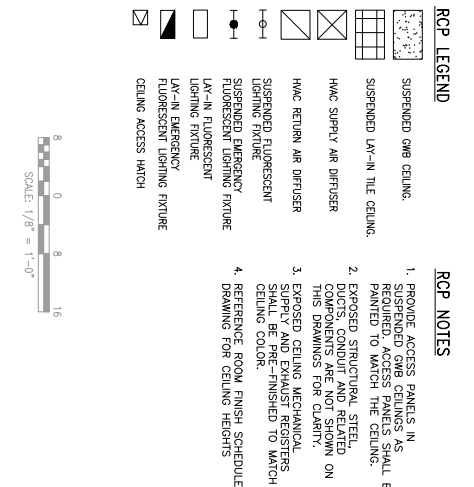
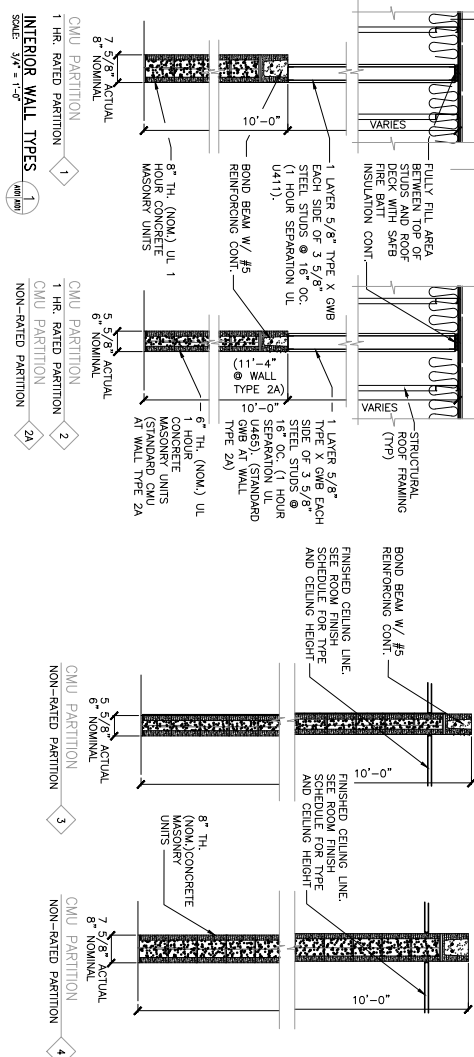
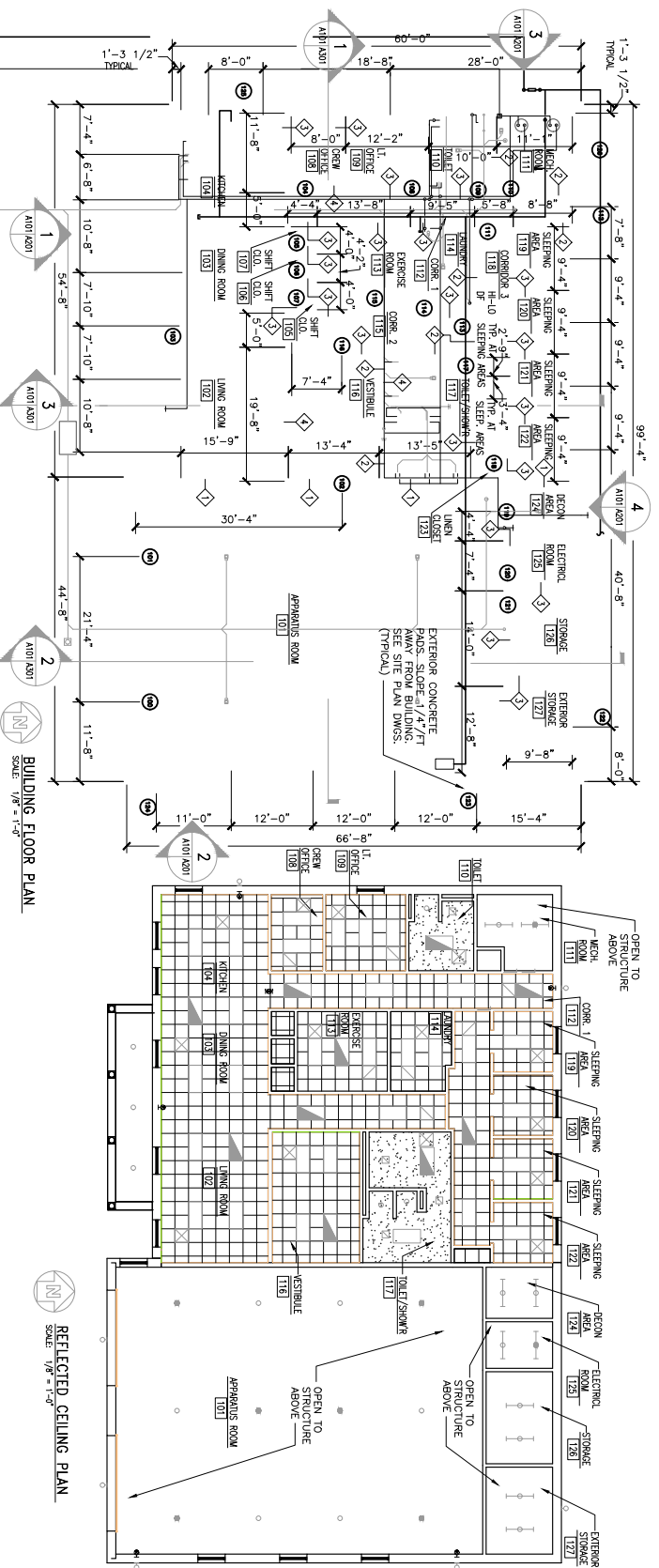
RELEASED FOR CONSTRUCTION

Fire Station #84
525 Park Bridge Parkway

i	STAFFING ESTIMATES			
	Personnel/Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
	Electrical Engineer	8	\$176	\$1,408
	Fire Protection/Plumbing Engineer	6	\$176	\$1,056
	Civil Engineer	6	\$171	\$1,026
	Landscape Architect	4	\$156	\$624
	Administrative	2	\$82	\$164
ii	MEETINGS Please see lump sum for all six fire stations included following the Fire Station Specific Breakdowns.			*
iii	REIMBURSABLE EXPENSES			\$250
	% Markup for Reimbursable Expenses			0
iv	COST PER TASK			Estimated Fee
	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #84 SUBTOTAL			\$16,000
	FIRE STATION #84 TOTAL			\$16,250

Fire Station #85
1475 Mid Broadwell Road

i	STAFFING ESTIMATES			
	Personnel/Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
	Electrical Engineer	8	\$176	\$1,408
	Fire Protection/Plumbing Engineer	6	\$176	\$1,056
	Civil Engineer	6	\$171	\$1,026
	Landscape Architect	4	\$156	\$624
	Administrative	2	\$82	\$164
ii	MEETINGS Please see lump sum for all six fire stations included following the Fire Station Specific Breakdowns.			*
iii	REIMBURSABLE EXPENSES			\$250
	% Markup for Reimbursable Expenses			0
iv	COST PER TASK			Estimated Fee
	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #85 SUBTOTAL			\$16,000
	FIRE STATION #85 TOTAL			\$16,250



FIRESTATION 5
 BUILDING FLOOR PLAN
 AND REFLECTED CEILING PLAN
 SHR
 3/25/06
 1/8" = 1'-0"

A-101

Fire Station #86
3275 Kimball Bridge Road

i	STAFFING ESTIMATES			
	Personnel/Role	Estimated Hours	Hourly Rate	Estimated Fee
	Principal-in-Charge	12	\$196	\$2,352
	Project Manager	12	\$166	\$1,992
	Project Architect	24	\$166	\$3,984
	Interior Designer	8	\$142	\$1,136
	Structural Engineer	5	\$170	\$850
	Mechanical Engineer	8	\$176	\$1,408
	Electrical Engineer	8	\$176	\$1,408
	Fire Protection/Plumbing Engineer	6	\$176	\$1,056
	Civil Engineer	6	\$171	\$1,026
	Landscape Architect	4	\$156	\$624
	Administrative	2	\$82	\$164
ii	MEETINGS Please see lump sum for all six fire stations included following the Fire Station Specific Breakdowns.			*
iii	REIMBURSABLE EXPENSES			\$250
	% Markup for Reimbursable Expenses			0
iv	COST PER TASK			Estimated Fee
	Initial Facility Assessment			\$3200
	Initial Concept Plan			\$4000
	Final Concept Plan			\$4800
	Preliminary Cost Estimate			\$4000
	FIRE STATION #84 SUBTOTAL			\$16,000
	FIRE STATION #84 TOTAL			\$16,250
COST PROPOSAL				
	FIRE STATION #81 SUBTOTAL			\$16,250
	FIRE STATION #82 SUBTOTAL			\$16,250
	FIRE STATION #83 SUBTOTAL			\$16,250
	FIRE STATION #84 SUBTOTAL			\$16,250
	FIRE STATION #85 SUBTOTAL			\$16,250
	FIRE STATION #86 SUBTOTAL			\$16,250
COST PROPOSAL GRAND TOTAL [NOT-TO-EXCEED]				\$97,500

ii. MEETINGS

Based on Deliverables (page 9, Section 5 of this document), Jericho Design Group anticipates the number of meetings with the City of Alpharetta's team to be approximately 7. This includes 2 for each design task and an addition meeting for final presentation. These meetings are in addition to the assessment visits for each station. This may be one lump sum meeting for each design task to review of all six stations.

D. HOURLY RATE SCHEDULE

Hourly Rate Schedule	
Billing Category/Role	Hourly Rates
Principal in Charge	\$196
Project Manager or Contract Administrator	\$166
Architect	\$166
Interior Designer	\$142
Structural Engineer	\$170
Civil Engineer	\$171
Mechanical Engineer	\$176
Plumbing Engineer	\$176
Electrical Engineer	\$176
Landscape Architect	\$156
Clerical/Administrative	\$82



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.

1202352

Federal Work Authorization User Identification Number

JERICO DESIGN GROUP

Name of Contractor

June 12th, 2023

Date of Authorization

Facilities Assessment for Renovations of City's Fire
Stations

Name of Project

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

Executed date June 12th, 2023 in Cumming (city), Georgia (state).

A handwritten signature in blue ink, appearing to read "Doug Shaw".

Signature of Authorized Officer or Agent

Doug Shaw, Principal/Managing Member

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

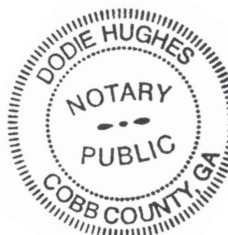
ON THIS THE 12th DAY OF June, 2023.

A handwritten signature in blue ink, appearing to read "Dodie Hughes".

NOTARY PUBLIC

My Commission Expires: 10.14.2023

(Notary Stamp)



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 23-117, Facilities Assessment for Renovations of City's Fire Stations

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	None
---	------

Contribution Amount/Value (if any)	None	Contribution Date and Description
------------------------------------	------	-----------------------------------

List other Relationship if not contribution	None
---	------

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.

JERICO DESIGN GROUP

Company Name

[Signature]

Signature of Authorized Officer or Agent

June 12, 2023

Date

Doug Shaw, Principal/Managing Member

Printed Name & Title of Authorized Officer or Agent

208 Pirkle Ferry Road, Ste C Cumming, GA 30040

Company Address

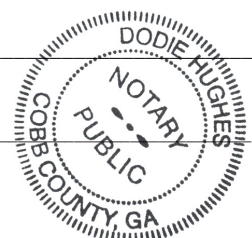
Subscribed and sworn before me on this the

12th day of June, 20 23

[Signature]
Notary Public

10.14.2023

My Commission Expires
(Notary Stamp)



CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between **JERICO DESIGN GROUP, LLC**, a domestic limited liability company with its principal office located at 208 Pirkle Ferry Road, Suite C, Cumming, GA 30040 (the "*Consultant*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. **Contract Documents.** The Contract Documents consist of this Contract, the City's Request for Proposals dated May 18, 2023 (the "*RFP*"), including any addenda thereto, and the Consultant's Proposal dated June 15, 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 will govern; provided, however, to the extent any of Consultant'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 will control. Subject to the foregoing, if a conflict between the language in the RFP and the PROPOSAL, the language in the former will govern.
2. **Scope of Services.** The Consultant's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include the following:

FACILITIES ASSESSMENT FOR RENOVATIONS OF CITY'S FIRE STATIONS.

The purpose is to determine potential improvements at six City of Alpharetta Fire Stations to comply with Clean Station Concept, including, but not limited to, performing current facility, uses, and systems (HVAC, mechanical, electrical, plumbing, etc.) conditions review and assessment of each fire station, review assessments with City's project manager, present options identified in the assessment to determine with City's team the improvements for each fire station that best fit the intent of this project and needs of personnel, create initial concept floor plans for each fire station based on selected improvements, refine concept plans as needed, and provide cost estimates for each fire station based on the final concept plans.

3. **Contract Prices.** As finally awarded by the City, the City will pay Consultant in accordance with the PROPOSAL a fixed fee in the amount not to exceed **NINETY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS and 00/100 (\$97,500.00)** for Consultant's performance of Work.

This price includes the full development and provision of all deliverables as specified in the RFP and PROPOSAL, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009
Attn: Phillip Seabolt, Fire Administration

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will

make payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, 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 Consultant will provide complete cooperation during any such investigation. No price adjustments will 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 will 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 will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

- (a) Commencement of Work. The Consultant must only proceed to perform the Work on or after contract execution and receipt of Notice to Proceed.
- (b) Time for Performance. From receipt of the Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work until completion. The Consultant shall fully perform and complete the Work for **FACILITIES ASSESSMENT FOR RENOVATIONS OF CITY'S FIRE STATIONS**, including the full development and provision of the concept plans and drawings, and cost estimate for all six City Fire Stations.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.
- (d) Project Manager. The City's staff Project Manager for this Work is Phillip Seabolt. The Consultant shall coordinate with the City's Project Manager.

5. Term and 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 must 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 immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In the event of such termination, the Consultant will be compensated for services performed prior to termination. The City will pay such amount upon the Consultant'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 Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract. Furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants that Consultant 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, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
7. Covenants: Consultant covenants that:
 - (a) Consultant will 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 will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (b) Consultant will 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;
 - (c) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and
 - (d) Consultant, 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, will owe its primary duty of loyalty to the City.
8. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in valid status all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and registered within the State of Georgia for the performance of the services required herein, provided such licensure and registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.
9. Insurance.
 - (a) Insurance Generally. Consultant must obtain and must continuously keep 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. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant 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 must apply to all premises and all operations of the Consultant. The policy must include

coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must 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 Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests provision. Such insurance coverage must extend to all of Consultant'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 must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must 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. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

- v. Errors & Omissions Professional Liability Insurance:

Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is canceled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Consultant.
- ii. No insurance policy will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every insurance policy must provide that the City will receive notice at least thirty (30) calendar days before any cancellation, termination, or (with the exception of professional liability) a material change in such policy.

- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Consultant will ensure that any policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant 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 Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the Consultant's part to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
 - (d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must 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 must 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. Consultant must maintain such other types and amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Consultant will, 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 reasonable attorneys' fees) and damages ("Claims"), including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
11. Subcontractors and Consultant Personnel.
- (a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the PROPOSAL.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility. All subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will 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.
 - (c) Key Staff. Where Consultant has specifically identified certain personnel in the PROPOSAL for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the PROPOSAL. Consultant agrees not to transfer

or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

- (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
- (ii) Disciplinary reasons;
- (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
- (iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the City's best interests.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

- 12. Independent Contractor. The Consultant will always act as an independent contractor and not be considered or deemed an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will 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 any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
- 13. Conflict of Interest. The Consultant 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 Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.
- 14. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested or hand delivered:
 - (a) If to the Consultant, at the following address:
Jericho Design Group
208 Pirkle Ferry Road, Ste C
Cumming, GA 30040
Attention: Doug Shaw, Principal/Managing Member

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

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: John Robison, Director of Public Safety

- (c) 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 will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

15. Public Records. Consultant 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. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep 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 will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. 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 will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant 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, Consultant represents, warrants, acknowledges, and agrees that:

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

Subcontractors will not enter into any contract with the Consultant 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 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 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. Consultant, if providing the physical performance of services under this contract, will 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 Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant 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 included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, driver's licenses, and 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 Consultant 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 B of the RFP, 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. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant of the receipt within five (5) business days of receipt of such affidavit. Further, any sub-subcontractor's duty is 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 will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.
 - iv. In lieu of the affidavit required by this Section, if Consultant, 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 will instead provide a copy of his or her state issued driver's license or state-issued identification card.
- (c) The Consultant must comply with 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, will be open for public inspection in this State at reasonable times during normal business hours.

17. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with 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. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will 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 will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will 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) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will 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 will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. The Consultant may not assign this Contract 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 will 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 will 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 will, 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) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant 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.

- (l) 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 will not apply a presumption that the provisions hereof will 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 whom itself or through its agents prepared the same, it being agreed that all parties and their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will 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 Consultant. 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.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will 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.
- (o) Publicity Provision. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant will 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.
- (p) Survival. Any provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(Signature page follows)

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

JERICO DESIGN GROUP, LLC

By: _____
Doug Shaw, Principal/Managing Member

23-117 - Facilities Assessment for Renovations of City's Fire Stations

Scoring Summary

Active Submissions

	Total	A-4 - Local Vendor Preference	B-1 - Project Team, Resumes, Statements of Qualifications, Project Staffing/qualifications, References	B-2 - Technical Proposal, Project Understanding & Approach, Previous Projects	B-3 - Available Resources, Schedule, Work in Process for Prime	C-1 - Cost Proposal	D-1 - Presentation/Interview
Supplier	/ 200 pts	/ 3 pts	/ 40 pts	/ 37 pts	/ 20 pts	/ 30 pts	/ 70 pts
Jericho Design Group	174.38	0	36	34.78	17.6	30 (\$97,500.00)	56
Croft & Associates	164.43	0	36	31.08	16	29.55 (\$99,000.00)	51.8

Eliminated Submissions (not shortlisted to Phase 2 Evaluation)

	Total	A-4 - Local Vendor Preference	B-1 - Project Team, Resumes, Statements of Qualifications, Project Staffing/qualifications, References	B-2 - Technical Proposal, Project Understanding & Approach, Previous Projects	B-3 - Available Resources, Schedule, Work in Process for Prime
Supplier	/ 100 pts	/ 3 pts	/ 40 pts	/ 37 pts	/ 20 pts
PGAL, Inc.	77.6	0	32	29.6	16
McMillan Pazdan Smith Architecture	67.44	0	27.2	26.64	13.6
Wiley Wilson	63.86	0	29.6	21.46	12.8
BrosRomanBraun	53.92	0	21.6	20.72	11.6
2WR of Gerogia, Inc.	53.72	3	16	20.72	14



STAFF REPORT

Department: Information Technology

Submitted By: Adam Montgomery

Meeting Date: August 28, 2023

AGENDA ITEM:

Purchase Approval: Microsoft Enterprise Agreement for Software Services with Dell Marketing LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$290,479.78 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the agreement and purchase order for Microsoft Enterprise Agreement to Dell Marketing LP using state contract number 99999-SPD-SPD0000060-0006 for an amount not to exceed \$290,479.78, and authorize the Mayor to execute all necessary documents.

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	\$290,479.78

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$290,479.78

ITEM DESCRIPTION:

This agreement allows the City to deploy Windows Desktop and Server operating systems, Office 365 applications and systems, SQL Server licenses for database management, mobile device management, and other Microsoft applications and services. This agreement is essential to the operations of the City as it supports all major systems and departmental functions. This is the first year of an agreement that is renewed annually at a fixed cost for two more years.

When this item first came forward on August 21, 2023, there was a question about the number of G5, G3, and G1 licenses we were acquiring. After further negotiation and explanation, we will purchase the licenses necessary for every 12-month account annually. Temporary, seasonal, or non-12-month accounts will be procured monthly, which is not a part of this Enterprise Agreement. In order to reflect this, the numbers on the contract that will be presented for adoption will change from what is published with this agenda item. Specifically, VLA Enterprise M365 E3 GCC Unified Shrdsvr ALNG SubSVI MVL PerUsr will change from quantity 138 to 110. Please reference the highlighted areas of the contract to know which areas will change. We will be prepared to discuss this further with City Council at their regular meeting.

This Microsoft Enterprise Agreement is funded in the fiscal year 2024 budget. A single quote using Georgia statewide contract 99999-SPD-SPD0000060-0006 is provided.

ALTERNATIVES:

Dell Marketing LP was awarded a statewide contract through the Georgia Department of Administrative Services for providing State of Georgia master agreements with Microsoft.

ATTACHMENTS:

1. Enterprise Agreement for City of Alpharetta
2. State Contract

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersedes the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Proposal ID

1352830.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	603	750	0.8	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	147
Microsoft 365 Enterprise	
M365 G5 GCC	15
M365 G3 GCC USL Unified	138
M365 G3 GCC FromSA Unified	450

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	603	750	603	603

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Amendment to Contract Documents

Enrollment Number

5-0000010395336

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	450	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	138	0
AAL-45735	M365 G5 GCC Sub Per User	0	15
U4S-00002	O365 G1 GCC Sub Per User	147	0
P3U-00001	Visio P2 GCC Sub Per User	180	0
DDJ-00001	Power BI Pro GCC Sub Per User	13	0
7MS-00001	Project P3 GCC Sub Per User	6	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	735

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

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Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

6832031

Framework ID
(if applicable)

5-0000010395336

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Alpharetta

Contact name* First Adam **Last** Montgomery

Contact email address* amontgomery@alpharetta.ga.us

Street address* 2 Park Plaza

City* Alpharetta

State* GA
Postal code* 30009-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 678-297-6035
Tax ID 58-6011454
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State* GA

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock

State* TX

Postal code* 78682

Country* United States

Contact name* Government Contract Admin

Phone* 847-465-3700

Contact email address* US_MS_Govt_EA_Select@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Program Signature Form

MBA/MBSA number

5-0000010395336

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	1352830.003 (new)
Amendment	M97 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Alpharetta Signature* _____ Printed First and Last Name* Jim Gilvin Printed Title Mayor Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Dell Customer Confidential

Andrea Anderson

Quotation

Andrea.Anderson1@dell.com
512.720.3027Customer: City of Alpharetta
Customer#: 300112Date of Issue: 8/23/2023
Quote Expires: End of Month

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

EA	Mfg#	Quantity	Unit Price	Ext. Price
VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA	MX3-00117	2	\$1,080.49	\$ 2,160.98
VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA	77D-00111	1	\$309.43	\$ 309.43
VLA ENTERPRISE EXCHANGE SERVER ENT SA	395-02504	1	\$734.33	\$ 734.33
VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC	7JQ-00343	6	\$2,492.08	\$ 14,952.48
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC	7NQ-00292	15	\$649.96	\$ 9,749.40
VLA ENTERPRISE SYSCTRSTDCORE ALNG SA MVL 2LIC CORE LIC	9EN-00198	8	\$18.12	\$ 144.96
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA	6VC-01254	100	\$23.88	\$ 2,388.00
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	9EA-00278	118	\$126.86	\$ 14,969.48
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	9EM-00270	160	\$19.47	\$ 3,115.20
VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR SUBSVL MVL PERUSR	AAD-34700	450	\$329.64	\$ 148,338.00
VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	AAD-34704	110	\$391.80	\$ 43,098.00
VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR	AAL-45735	15	\$614.16	\$ 9,212.40
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC	U4S-00002	147	\$93.60	\$ 13,759.20
VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	P3U-00001	180	\$137.28	\$ 24,710.40
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG	DDJ-00001	13	\$91.44	\$ 1,188.72
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	7MS-00001	6	\$274.80	\$ 1,648.80
				\$ -
Total				\$ 290,479.78

Notes:

- 1) Customer's purchase is subject to the terms and conditions of the above referenced contract.
- 2) Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above.
- 3) Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.
- 4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.
- 5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title Statewide Contracts for Software	Solicitation Number RFP 99999-SPD-SPD0000060	Contract Number SOL99999-SPD-SPD0000060-0006
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name Georgia Department of Administrative Services	(hereafter called Agency)
Contractor's Name Dell Marketing LP	
(hereafter called Contractor)	

2. Contract to Begin: August 24, 2012 Date of Completion: June 30, 2012 Renewals: Four (4) one-year options to renew

3. Performance Bond, if any: N/A Other Bonds, if any: N/A

4. Authorized Person to Receive Contract Notices for Agency: Elizabeth Eason, Category Manager - IT Authorized Person to Receive Contract Notices for Contractor: Public Contract Manager with cc to Dell General Counsel

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Software and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.) Dell Marketing LP	
By (Authorized Signature) <u>Lauren Newberry</u>	Date Signed 8/24/2012
Printed Name and Title of Person Signing Lauren D. Newberry, Contracts Consultant	
Address One Dell Way, MS RR8-07, Round Rock, Texas 78682	

7.

Agency

Agency Name Georgia Department of Administrative Services	
By (Authorized Signature) <u>Leslie Lowe</u>	Date Signed 8/24/2012
Printed Name and Title of Person Signing Leslie Lowe, Deputy Commissioner for Procurement	
Address 200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010	

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Software and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the Software and Services as awarded to Contractor.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the Software and Services under the Statewide Contract as identified in the Statewide Contract Form.
- (v) **"Facilities Manager"** means one or more of any persons in the business of providing computer facilities management and/or Outsourcing services.
- (vi) **"Intellectual Property Rights"** means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, or applications
- (vii) **"Outsourcing"** means obtaining computing or related services from a source outside of the State. Computing or related services may include programming and/or executing the State's Software (including Software the State licenses from Contractor or third parties) on the State's CPUs, programming and/or executing the State's Software on an Outsourcing company's CPUs, or any mix thereof.
- (viii) **"Purchase Instrument"** means the documentation a User Agency issues to Contractor for an acquisition of Software and/or Services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the Software and/or Services to be acquired, the delivery date and location at which the Software is to be installed and/or that the Services are to be delivered, the address where Contractor should submit the invoices, and any other requirements that the Agency or User Agency deem necessary.
- (ix) **"Response", "Contractor's Response" or "Final Response"** means Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (x) **"RFX"** means the Request for Proposals, Request for Bids, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Software and/or Services that are subject to the Statewide Contract.
- (xi) **"Services"** means the services and deliverables described in the RFX including

administration, distribution, installation, configuration, support and training services as further described by the Response and the Statewide Contract.

- (xii) **"Software"** means the computer programs described in the RFX Category or Categories for which Contractor is awarded a Statewide Contract, as further described in Exhibit A to this Statewide Contract for Software and Ancillary Services, together with all documentation (both hard copy and online) for the described computer programs, and all updates to the computer programs and the documentation during the term of a license for Software under this Statewide Contract.
 - (xiii) **"State"** means the State of Georgia of the United States of America, the Agency, User Agency, and any other authorized entities identified by the RFX issuing Purchase Instruments against the Statewide Contract.
 - (xiv) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.
 - (xv) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Contractor as a source of supply to the User Agencies of the Software and Services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
 3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms (whether in hard copy or electronic format) or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services. Notwithstanding anything to the contrary herein, as a reseller of Third Party software, Dell is not authorized to modify the third party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable License Agreement provided with the software.
 4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the

Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified Software and Services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified Software and Services.

C. DESCRIPTION OF SOFTWARE AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all Software, Services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract,
2. **Software Licenses.** Contractor shall provide Software in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall deliver to User Agency the Software, which shall be licensed to User Agency under the following terms.

To the extent allowed by the applicable publisher's end user license agreement, Contractor shall cause the publisher of the Software to grant User Agency a non-exclusive license and/or sublicense to use, execute, maintain, reproduce, modify, display, test copy (as set forth herein) and perform the Software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. User Agency may copy the Software as necessary to efficiently use the Software. Without limiting the generality of the foregoing, User Agency's rights shall include copying rights for the following purposes:

- a. for backup, archive or emergency restart purposes;
- b. for disaster recovery and disaster recovery testing purposes;
- c. to migrate the software for use on other computers and/or hardware; and
- d. to store the software at any off premise location that the User Agency uses for storage purposes.

If the Contractor is acting as a reseller of the Software, Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall use commercially reasonable efforts to cooperate with any negotiations of such Licenses as may be conducted

among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually unless otherwise stated in writing.

To the extent allowed by the applicable publisher's license agreement, User Agencies that are part of the Georgia Enterprise Services Contract (sometimes referred to as the "GETS" agencies) shall be granted permission for the State's Facilities Manager(s) to use, execute, maintain, copy (as set forth herein), test and perform the Software and accompanying documentation and exercise all other license rights on behalf of the User Agencies.

As a reseller of third party software, Dell is not authorized to modify the third party license agreement or to license directly such software to User Agencies. All software will be licensed subject to the terms of the applicable license agreement provided with the software. For any non-Contractor branded products, software or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher. Notwithstanding anything to the contrary in this Contract, products, software and services are provided subject to the manufacturer, provider or publisher's applicable warranty and software license agreement subject to negotiations between the User Agency and the publisher.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the license for the Software may require that the User Agency agree that it will not:
 - (i) lease, loan, resell, sublicense or otherwise distribute the Software to parties who are not State of Georgia government entities;
 - (ii) create derivative works based on the software; or
 - (iii) reverse engineer, disassemble, or decompile the software
4. **Services and other Deliverables.** Contractor shall provide Services and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Contractor and all personnel of Contractor shall perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time the Services are provided.
5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable State purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to place online orders through Contractor's website.
6. **Product Shipment and Delivery and Acceptance.** Unless the RFX requires otherwise, all Software shall be made available either by online download or shall be shipped F.O.B. destination, freight prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at Contractor's risk until they have been accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to the User Agency, regardless of when the hidden damage is discovered.
 - (i) **Fixed Pricing Services.** Certain Services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the Purchase Instrument.

- (ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. These deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum price cap that shall not be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.
- (iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of the deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. Software and Services will be deemed accepted unless User Agency provides notice of the rejection of a deliverable within thirty (30) days from the date of Contractor's submission of the Software and Services or Contractor's demonstration of the Software and Services, if installed by Contractor, whichever occurs last; provided that, in limited circumstances, a longer reasonable period of time may be agreed to in writing between Contractor and User Agency. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing the cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have at least thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained in this provision shall limit the warranties and representations or the available remedies set forth in this Statewide Contract. Notwithstanding anything to the contrary herein, acceptance does not waive warranty or return rights for any Software or other deliverables under this Contract.
- (iv) Return of Unused Software. Contractor shall comply with the return requirements stated in the RFP provided that, with respect to third party software, such return is allowed by the third party software publisher and then only in accordance with the terms of the state's master agreement with such software publisher, if there is one, or the documentation provided with the software. Dell agrees to work with state and make "Ordering and Return Instructions," consistent with the technical requirements of the RFP, available to Customer on the Contractor website established for this contract through a link on the home page of the website, or on the quote. Such instructions will direct the Customer to contact their sales representative for assistance with returns.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide Software and Services similar or identical to the Software and Services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar Software and Services from other contractors.

8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level

of purchases or use of Software or Services.

D. COMPENSATION

1. **Pricing and Payment.** Contractor will be paid for the Software and Services licensed or sold pursuant to the terms of the Statewide Contract and in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. All prices or discounts in accordance with the discount schedule provided in Dell's proposal are "not to exceed" prices or are minimum discounts. Contractor may negotiate more favorable prices with User Agency. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.
2. **Billings.** If applicable, and unless the RFX provides otherwise, Contractor shall submit, on a regular basis, individual invoices for the Software and Services supplied to User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. Each invoice shall be accompanied by a schedule that details the Services and deliverables provided (if any) including the resources in support of those Services and/or deliverables. The invoice shall comply with all applicable rules concerning payment of claims. User Agencies shall pay all approved invoices in arrears within forty-five (45) days of date of an undisputed invoice subject to acceptance as specified in Section (C)(6)iii) above, and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and Contractor, Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any Software or Services provided by or on behalf of Contractor under the Statewide Contract. Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. Dell will communicate to all third party publishers that User Agencies generally cannot enter into multi-year agreements for maintenance. Instead, a User Agency will generally enter into a one year agreement that gives the User Agency options to renew for subsequent fiscal year periods – depending on availability of funds during those subsequent fiscal years.

A User Agency may, however, enter into a multi-year agreement with a term of more than one fiscal year if the User Agency has on hand at the time of signing the agreement available appropriated funds necessary to meet its entire obligation for that multi-year term. The general rule limiting User Agencies to contracting for one fiscal year at a time is based on the prohibition on pledging the state's credit or creating debt by agreeing to a payment obligation for which funds are not currently available. When the User Agency has on hand at the time of signing an agreement funds to meet the entire obligation for the term (whatever that term may be) and encumbers same, the state agency has not pledged the state's credit or created debt.

4. **Delay of Payment Due to Contractor's Failure.** If a User Agency in good faith determines that Contractor has failed to perform or deliver any Software or Service as required by the Statewide Contract, Contractor shall not be entitled to any compensation under the Statewide Contract until the Software or Service is delivered [or performed]. In this event, the User Agency may withhold the portion of Contractor's compensation that represents payment for Software and/or Services that were not delivered [or performed]. To the extent that Contractor fails to perform or deliver as required by the terms of the Agreement and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agency to procure replacement Software or

Services, then User Agency may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price paid for such replacement Software or alternative Services. The User Agency's authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

5. **Set-Off Against Sums Owed by Contractor.** In the event that Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum Contractor owes User Agency against any sum User Agency owes Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

- (i) **Immediate Termination.** Agency may terminate the Statewide Contract effective immediately without advance notice for any one or more of the following reasons:

- a. in the event Contractor is required to be certified or licensed as a [requirement for being awarded this Statewide Contract to provide Software and/or Services, the revocation or loss of the required license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
- b. Agency determines that the actions or failure to act of Contractor, its agents, employees or subcontractors have caused or reasonably could cause life, health or safety to be jeopardized;
- c. Contractor fails to comply with confidentiality laws or provisions; and/or
- d. Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process that is materially false, deceptive, incorrect or incomplete.

- (ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for Agency to declare Contractor in default of its obligations under the Statewide Contract:

- a. Contractor has delivered nonconforming Software or Services or fails to deliver or perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by Contractor;
- b. Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- c. Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- d. to the extent allowed by applicable federal or state law, including bankruptcy laws, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; Contractor terminates or suspends its business; or Agency reasonably believes that Contractor has become insolvent or unable to

pay its obligations as they accrue;

- e. Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
- f. Contractor has engaged in conduct that has exposed or may expose Agency or the State to liability, as determined in Agency's sole discretion; or
- g. Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of Agency, the State, or a third party.

(iii) **Termination upon Notice.** Following thirty (30) days' written notice, Agency may terminate the Statewide Contract in whole or in part without paying any penalty or incurring any further obligation to Contractor. Following termination upon notice, Contractor shall be entitled to compensation from User Agencies upon submission of invoices and proper proof of claims, for Software and/or Services provided under the Statewide Contract to User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to Contractor as a result of any of the following:

- a. Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
- b. Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If Contractor has caused or permitted a default event, with the exception of an emergency situation, Agency shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within thirty (30) days of Contractor's receipt of Agency's written notice to Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

- (i) immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) procure substitute Software and/or Services from another source and charge the difference between the Statewide Contract and the lesser of the reasonable retail market price or actual price paid for such substitute Software and/or Services to the defaulting Contractor; and/or,
- (iii) enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

The State shall not be liable for any costs incurred by Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

- (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase [or license for a future period not yet paid] made pursuant to this Statewide Contract will terminate immediately and absolutely if a User Agency determines that adequate funds

are not appropriated or granted or funds are de-appropriated so that the User Agency cannot fulfill its obligations under the Statewide Contract; the determination shall be at the User Agency's sole discretion and shall be conclusive.

- (II) **Termination for Cause.** User Agency shall have the right to terminate any purchase in the event of Contractor's material breach if the breach is not cured within thirty (30) days of Contractor's receipt of a written default notice from User Agency.

In the event of termination of the Statewide Contract for any reason by Agency, the User Agencies shall pay only those amounts, if any, due and owing to Contractor for Software and Services actually provided up to the date specified in the notice of termination as provided above. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination.

4. Contractor's Termination Duties. Upon receipt of notice of termination or upon request of Agency, Contractor shall:

- (i) cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to Contractor;
- (iii) comply with the State's instructions for the timely transfer of any active files and work product produced by Contractor under the Statewide Contract;
- (iv) cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) immediately return to the User Agencies any payments made by the User Agencies for Software or Services that were not delivered by Contractor.

Notwithstanding the provisions above, Software licenses that the State has obtained for Software delivered under this Statewide Contract and maintenance agreements that the State has entered directly with the publishers of Software delivered under this Statewide Contract when the publisher is not Contractor shall not terminate as the result of termination of the Statewide Contract.

F. CONFIDENTIAL INFORMATION

- 1. **Access to Confidential Data.** Contractor's employees, agents and subcontractors may, to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract, have access to confidential data, including, but not limited, personally identifiable information, maintained by the State. Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. No later than ten (10) days from the date this Statewide Contract is fully executed, Contractor shall comply

with the following requirements:

- (i) Contractor shall provide to the State a written description of Contractor's policies and procedures to safeguard confidential information;
- (ii) policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor's designated Contract Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of this Section F; and
- (iv) Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the discloser at all times. Some Services performed for Agency and/or User Agencies may require Contractor and its employees to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the discloser, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by Contractor uniquely and specifically for the User Agency during the performance of this Agreement shall be considered the property of the State. Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process for records containing confidential information is served upon Contractor, Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** Contractor shall immediately report in writing to the State any unauthorized disclosure of confidential information
- 5. **Survives Termination.** Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) any breach of the Statewide Contract;
 - (ii) any negligent or wrongful act or omission of Contractor or any employee, agent or subcontractor utilized or employed by Contractor resulting in personal injury or death or damage to real property or tangible personal property;

- (iii) any failure of Software or Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
- (iv) the negligence or fault of Contractor in design, testing, development, manufacture, installation, operation or otherwise with respect to the Software or Services provided under the Statewide Contract;
- (v) claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) any failure by Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- (vii) any infringement of any copyright, trademark, trade secret, patent, trade dress, or other intellectual property right; or
- (viii) any failure by Contractor to adhere to the confidentiality provisions of the Statewide Contract.

Notwithstanding anything to contrary herein, non-Contractor branded products and services are provided subject to the third party manufacturer or licensor's applicable software license and warranty. For any non-Contractor branded products or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Contractor waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder to the full extent of this indemnification.
3. **Litigation and Settlements.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor
4. **Intellectual Property Infringement Indemnification.**

With respect to third party claims, the State (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the State receives notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by the State or its representatives to notify Contractor within thirty (30) days after the the State receives notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification.

Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Contractor Branded Software or Services infringes any United States Letters Patent, copyright, trademark, trade secret or other intellectual property right, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Contractor branded services or Software is in any suit held to infringe a third party's intellectual property right and its use is enjoined, Contractor shall, at its option and expense:

- (i) procure for the State the right to continue using the Software;
- (ii) replace or modify the same so that it becomes non-infringing; or
- (iii) remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any patent, copyright, trademark, trade secret or other intellectual property infringement or claim thereof is based upon or arises out of:

- (i) compliance with designs, plans or specifications furnished by or on behalf of the User Agency as to the software;
- (ii) use of the Software in combination with apparatus or devices not supplied by Contractor;
- (iii) use of the Software in a manner for which the same was neither designed nor contemplated; or
- (iv) the claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

For any non-Contractor branded products or services, Contractor agrees to flow down any indemnification protection and intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

5. **Survives Termination.** The indemnification obligation of Contractor shall survive termination of the Statewide Contract.

H. **INSURANCE**

The supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal and advertising injury in support of the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured with respect to the commercial general liability

and automobile liability insurance policies. The Commercial General Liability insurance coverage purchased by the supplier shall include contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, and limits of liability).

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

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

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease - policy limit	\$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

- 3) Automobile Liability
Combined Single Limit \$1,000,000

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

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Express in the Contract with Warranties Implied by Law.** All warranties made by Contractor and/or subcontractors in all provisions of the Statewide Contract and Contractor's Response, whether or not the Statewide Contract specifically denominates Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the Software and Services to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law. The warranties express in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software and Services provided by Contractor. Contractor shall assign and pass through to the State all applicable third party software publishers' warranties, covenants and indemnification provisions, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Software or Services.** All Software and Services that Contractor delivers to User Agencies shall be free from any defects in design, material, or workmanship. Following acceptance, if any Software or Service offered by Contractor is found to be defective in material or workmanship or does not conform to manufacturer's or publisher's warranty, User Agency shall have the option of returning, repairing, or replacing the defective Software or Service at Contractor's expense in accordance with the terms of the applicable warranty.

Payment for the defective Software or Service shall not constitute acceptance. Acceptance by a User Agency shall not relieve Contractor of its warranty or any other obligation under the Statewide Contract.
- 3. Compliance with Federal Acts.** To the extent such requirements are applicable to the subject Software, Contractor warrants and guarantees to State that the Software provided under the Statewide Contract is in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

NOTHING IN THIS SECTION J SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY TO YOU, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notwithstanding any term to the contrary in this Agreement, to the maximum extent permitted by law, Non-Dell branded Software and Services are provided subject to the third party publisher or provider's applicable warranties and software license. Dell

agrees to pass through to purchaser any indemnification or warranty provided by the provider, publisher, licensor with respect to intellectual property, infringement or indemnification with respect thereto, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

4. **Conformity with Contractual Requirements.** Contractor represents and warrants that the Software and Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
5. **Authority to Enter into Contract.** Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
6. **Obligations Owed to Third Parties.** Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Statewide Contract are or will be fully satisfied by Contractor so that the State will not have any obligations with respect thereto.
7. **Title to Property.** Contractor represents and warrants that for third party products, it is authorized by the publisher to deliver the third party Software provided under this Agreement; and for Dell-branded Software title to any Software or property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until acceptance by the User Agencies. The Software provided by Dell hereunder shall be sourced through only authorized distributors or providers. Except as otherwise expressly authorized by the Agency, all materials produced uniquely and specifically for the User Agency by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be works made for hire and shall be the property of the State of Georgia; subject to the following:
 - (i) Dell has received full payment for the deliverables and applicable Services, and
 - (ii) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),
8. **Industry Standards.** Contractor represents and expressly warrants that all aspects of the Software and Services provided or used by it shall at a minimum conform to the standards in Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
9. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the Agency as specified in the RFX. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on State property. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform Services under this Statewide Contract shall be qualified to

perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or a User Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFX and this Statewide Contract.

10. State Security. Agency requires that a criminal background investigation be made of any and all Contractor personnel used to provide Services to the State

Dell Marketing L.P. ("Dell") hereby affirms that a security background check ("SBC") is performed on each Dell employee, intern, and potential new hire. This SBC consists of criminal county searches, federal searches, and verification of personally identifying information. Dell's SBC standards require that an individual's SBC reflects:

- No felony conviction or "nolo contendere" or "no contest" plea within the preceding seven years;
- No conviction of or "nolo contendere" or "no contest" plea to a disqualifying misdemeanor offense within the preceding five years;
- No uncompleted deferred adjudication, probation, or parole for any felony or disqualifying misdemeanor offense (regardless of whether the conviction itself is within the preceding seven or five year period);
- No pending court date, charge, or warrant relating to any felony or any violent misdemeanor;
- No identification as an active sex offender using an available sex offender database;
- Provided that Dell generally will not disqualify an individual for employment if the individual's SBC reflects a single conviction, charge, or warrant for certain minor misdemeanor offenses related to gambling, alcohol, tobacco, licenses or moving violations, except in the instance of injury or damage to people or property or a second offense of DWI without injury.

Dell further affirms that a drug screen is performed on each Dell employee, intern, and potential new hire and all contractors. This drug screen checks for the presence of amphetamine metabolites (1000 ng/mL), cocaine metabolites (300 ng/mL), marijuana (50 ng/mL), opiate metabolites (2000 ng/mL) and phencyclidine metabolites (25 ng/mL).

Contractor agrees to comply with User Agency on-site safety and security requirements that are provided to Contractor prior to the provision of on-site services. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if Contractor's investigation or an investigation by the State reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. Contractor's employees, agents and subcontractors may be granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. Contractor shall provide immediate notice to Agency of any employees, agents and/or

subcontractors suspected of abusing or misusing such access privilege. Contractor represents and warrants that Contractor shall provide prompt notice to Agency of the changed status of any employee, agent or subcontractor granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

In the event that any of the Software or materials are found by Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Contractor will promptly communicate all relevant facts to Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Agency from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both Agency and Contractor and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to this Statewide Contract.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of Contractor's Response, except that objections or amendments by Contractor that have not been explicitly accepted by Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references in this document to the parties' obligations are intended to supplement or clarify the obligations as stated in the RFX and Contractor's Response. The failure of the parties to make reference to the terms of the RFX or Contractor's Response in this document shall not be construed as creating a conflict and will not relieve Contractor of the contractual obligations imposed by the terms of the RFX and Contractor's Response. The contractual obligations of the Agency cannot be implied from Contractor's Response.
3. **Compliance with the Law.** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the

use of targeted small businesses as subcontractors or contractors. Dell requires its subcontractors to self-certify to state law requirements. Dell will use commercially reasonable efforts to ensure legally required certifications are made.

Certain equipment, software and technical data that may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations, International Traffic in Arms Regulations, U.S. Department of Energy Regulations, U.S. Nuclear Regulatory Commission Regulations and/or similar laws and regulations of the United States or other countries. Contractor shall comply with all export and re-export laws and regulations, including without limitation laws and regulations that may apply to certain equipment, software and technical data provided hereunder.

Contractor shall also comply with all import and customs laws and regulations, with all local license and permit requirements, with the European Data Protection Directive, with the U.S. Foreign Corrupt Practices Act, and with all applicable foreign corrupt practices acts.

Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not been and must not be violated under the terms of this Statewide Contract.

Contractor shall require its subcontractors to self-certify to state law requirements and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by Contractor.

4. **Drug-free Workplace.** Contractor hereby certifies as to items (i) and (ii) below and under item (iii) below Contractor will require all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:
- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - (ii) if Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Official Code of Georgia Annotated Section 50-24-3."

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

- (i) Contractor has made false certification hereinabove; or
 - (ii) Contractor has violated the certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of Agency and Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries of the Statewide Contract. The Statewide Contract is intended only to benefit the State and Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations that may occur between the State and Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or Contractor may elect to submit the matter for mediation. Either the State or Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of Agency. For the purpose of construing this clause, a transfer of a controlling interest in Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract or for the act or omission of any subcontractor, agent, or employee. All restrictions, obligations and responsibilities of Contractor under the Statewide Contract shall also apply to each subcontractor. Any contract with a subcontractor must also preserve the rights of Agency. Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made that is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for Software and Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities or obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between Agency and Contractor for the Software and Services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Agency and Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a

breach.

- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier and shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) at the time it is actually received; or,
- (ii) within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of Agency and Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing Software and Services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) the party on whose behalf it signs has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract

shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 23. Record Retention and Access.** Contractor shall maintain books, records and documents that sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor should maintain separate accounts and records for Agency and the User Agencies. Records to be maintained include both financial records and service records. DOAS may audit contractor no more often than once per year, unless otherwise required by applicable law or agreed to by the parties. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide Software or Services under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities is under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that neither Contractor nor any of its subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it either (a) is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) is not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed 125% of the total amount paid to Contractor during the prior 12 months of this Agreement for its performance under this Statewide Contract..

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property due to Contractor's negligent or intentional wrongful act or omission while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR CUSTOMER'S BREACH OF PAYMENT OBLIGATIONS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING DIRECTLY FROM A PARTY'S INTENTIONAL WRONGFUL ACTS OR A PARTY'S FAILURE TO BACK-UP DATA IF SUCH PARTY SPECIFICALLY AGREES WITHIN A STATEMENT OF WORK TO BE RESPONSIBLE FOR BACKING-UP DATA; (3) LOSS OF BUSINESS OPPORTUNITY; OR (4) DELIVERABLES, DELL PRODUCTS, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or

conclusion of the Statewide Contract.

34. **Counterparts.** Agency and Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** Agency and Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplements hereto and further instruments as may reasonably be required for carrying out the express intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to deliver or run Software and to perform Services for the State. Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act that will interfere with the performance of work by any other contractor.

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION
(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("SaaS"), **the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.**

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000060	NIGP Code	See page 5
Name of Contract	Statewide Contracts for Software and Ancillary Services		
Effective Date	August 2012	Expiration Date	April 30, 2022
Contract Table of Contents			
Suppliers Awarded	6	Contract Information:	Categories 1, 2, 3, 4 Convenience
Contract Information for Supplier			Page Number
Dell Marketing, LP (Categories 1, 2 and 3)			2, 3
Additional Contract Information			
General Contract Information			2
Category Description			4
DOAS Contact Information			5

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000060-0006
Contract Name	Statewide Contracts for Software and Ancillary Services
PeopleSoft Supplier Number	0000015689
Supplier Name & Address	
Dell Marketing, LP (Categories 1, 2 and 3) One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Dell Legal 512-723-0818 Katherine_Dunay@Dell.com	
Contact Details	
Ordering Information	To place an order: - Obtain a new quote from: Mike Stynda Solutions Account Executive AL/GA/MS Dell, Inc. 727-365-6618 Mike.Stynda@dell.com (DOAS recommends obtaining quotes from more than one supplier.) - Verify %age discount matches contract - Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).

Remitting Information	Dell Marketing, L.P. c/o Dell USA L.P. P.O. Box 534118 Atlanta, GA 30353-4118
Delivery Days	Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term.
Discounts	See minimum discounts on cost sheet.
Payment Terms	Net 30 Days
Bid Offer Includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this Contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software.

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic

organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, Microsoft Reseller Services, the State has three (3) authorized resellers: CDWG, Dell and SHI. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

CATEGORY DESCRIPTION

Category 1: End User Software. Generally, these are desktop software products.

Category 2: Enterprise Software. These are server-based systems.

Category 3: Microsoft Reseller Services. See above for more detail about State's Agreements for Microsoft software.

Category 4: Oracle Software and Databases (including PeopleSoft). Category

4 contracts are Convenience contracts.

NIGP CODES FOR SOFTWARE:

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

Extension 2: July 1, 2018 - May 30, 2019

Extension 3: June 1, 2019 – April 30, 2020

Extension 4: June 1, 2020 – April 30, 2021

EXTENSION 5: MAY 1, 2021 - APRIL 30, 2022

DOAS CONTACT INFORMATION:

Name: Donnie Treadway

Contract Management Specialist

Phone: 404-463-0824

email: donnie.treadway@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pittsburgh PA INSURER B: (See Attached) INSURER C: N/A INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19445 N/A
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COVERAGES **CERTIFICATE NUMBER:** SEA-003609611-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GL5425904	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA4993096 (AOS) CA4993097 (MA)	03/01/2019 03/01/2019	03/01/2020 03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	SEE FOLLOWING PAGE Workers Compensation excluded in ND, OH & WA	03/01/2019	03/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Georgia
Department of Administrative Services
State Purchasing Division
200 Piedmont Avenue, S.E., Suite 1308 West Tower
Atlanta, GA 30334-9010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Stephanie Guaiumi

Stephanie Guaiumi

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, TX 78682
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

DELL INC. - WORKERS COMPENSATION/EMPLOYERS LIABILITY; EFFECTIVE 3/1/2019 - EXPIRATION 3/1/2020

Insurer: New Hampshire Insurance Co. NAIC# 23841

WC012717139 - All Other States

WC012717141 - FL

WC012717142 - MA, WI, WY and Stop Gap EL: ND, OH, WA

WC012717138 - AK, AZ, IL, KY NC, NH, NJ, PA, UT, VA, VT

Insurer: American Home Assurance Company NAIC# 19380

WC012717140 - CA

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION
(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("SaaS"), the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

Amendment to Contract Documents

Agreement Number

8718335

000-madokane-S-193

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement State and Local (Custom – CTM)

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under **an Enrollment, the terms of which are only applicable to the Enrolled Affiliate.**

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional

terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

"Affiliate" means

- a) with regard to Customer,
 - i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b) with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer" means the legal entity that has entered into this Agreement with Microsoft *also referred to as The State*.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place *its initial order*.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment *including perpetual Licenses*.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by

an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (*which is governed by separate terms at <https://azure.microsoft.com/en-us/support/legal/marketplace-terms/>*).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number; or any security code or password that would permit access to the individual's financial account; (d) the individual's DNA profile or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image or any other unique physical representation and any other information protected by state or federal law.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Service Level Agreement" or "SLA" specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise Program Works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments **and providing a purchase instrument.**
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment. ***Notwithstanding anything in the contract documents (including any website or documents incorporated by reference) to the contrary, Customer shall not be responsible for any payment pursuant to the contract documents (including any website or documents incorporated by reference). The Customer executes this agreement solely for the purpose of designating Microsoft as an authorized source of supply in accordance with O.C.G.A. § 50-5-57. Department of Administrative Services (DOAS) may, however, submit an Enrollment in which DOAS will be responsible for payment of its own obligations thereunder but in no event will the Department of Administrative Services be responsible for the obligations of any Affiliate or other user under this Agreement unless it includes other Affiliates under its Enrollment(s) in which case it would be fully responsible for obligations of the other Enrolled Affiliates.***
- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List, .
- d. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g. contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/Licensing/servicecenter/default.aspx>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts. Only those identified on the VLSC are authorized to place orders for the Enrolled Affiliate.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to

perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. Order confirmation, and any documentation evidencing transfers of perpetual Licenses **or any other mutually agreed upon documentation**, together with proof of payment (**if applicable**), will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment **or (4) if Enrolled Affiliate employs an outsourcer that results in a reduction**, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making Copies of Products and Re-imaging Rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. **Pursuant to (1) above, if no dedicated training facility**

exists, the training licenses may be used on non-production devices that are used for training purposes. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
- (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and Reassigning Licenses.

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and Termination.

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** *Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.*

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and **Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time,** Microsoft may terminate this Agreement and all **said Affiliate's** Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use due to the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run that aren't excluded by **Section 14** and was not included in a previously submitted order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

7. Use, Ownership, Rights and Restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

a. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.

- c. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property **on** the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a Customer and its Enrolled Affiliates have indicated its confidential nature, including Customer Data. Confidential Information does not include information that (a) the receiving party received lawfully from another source without a confidentiality obligation, (b) is independently developed, or (c) is a comment or suggestion volunteered about the other party's business, products or services. Protection of personal privacy and data shall be an integral part of the business activities of Microsoft and designed to ensure that there is no inappropriate or unauthorized use of Customer information at any time. To this end, Microsoft shall safeguard the confidentiality, integrity and availability of Customer's Confidential information and comply with the following conditions:

- a. ***Microsoft shall maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Confidential Information and non-public data. Such security measures shall be in accordance with recognized industry practices and not less stringent than the measures the Microsoft applies to its own Personal Data and non-public data of similar kind.***
- b. ***All data obtained by the Microsoft from the Customer and its Enrolled Affiliates in the performance of this Agreement shall become and remain the property of the Customer and its Enrolled Affiliates.***
- c. ***Microsoft shall not use any information collected in connection with the service and the use of Microsoft software as covered by this Agreement for any purpose other than fulfilling the service and provisioning of software.***

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, affiliates, (sub)contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for

the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories with regard to the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly. These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

This Agreement may be disclosed in accordance with the requirements of Georgia law.

9. Privacy and Compliance with Laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

10. Warranties.

- a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA (<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=14521>) during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

- c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Customer notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

12. Defense of Third Party Claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim ***unless otherwise dictated by court decision.***
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

13. Limitation of Liability.

To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliates, and Subcontractors arising under the Agreement is limited to direct damages subject to the following:

- a. For Products other than Online Services, **two times (2x)** the amount Enrolled Customer was required to pay for the Product giving rise to that liability; and
- b. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 36 months before the incident.
- c. For purposes of this Section 13 "Limitation of liability," the following will be characterized as direct damages subject to the limitation of liability set forth above:
 - 1) Enrolled Customer's reasonable costs in notifying affected individuals of Security Incident in which the data subjects' Personally Identifiable Information has been disclosed;
 - 2) Credit monitoring for up to twelve (12) months for affected individuals;
 - 3) Damages and fines assessed against Enrolled Affiliate by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Security Incident; and
 - 4) Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by Enrolled Affiliates, given the nature and scope of the Security Incident involving a Customer Data breach of Personally Identifiable Information, as validated by an independent accounting firm chosen by both entities.
 - 5) Government fines and penalties assessed against an Enrolled Affiliate for failure to comply with such open records laws, where such failure is attributable solely to Customer Data loss; and
 - 6) Damages assessed against an Enrolled Affiliate by a court of competent jurisdiction and awarded to third parties based solely on the Enrolled Affiliate's failure to provide information to them under such open records acts, where such failure is attributable solely to a Customer Data loss.
 - 7) The monetary limitation of liability for Online Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data.
- d. For Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, liability is limited to U.S. \$5,000.00; and
- e. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- f. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY

FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF THIRD PARTY CLAIMS,".

Affiliates and Subcontractors. Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or Subcontractors in respect of any matter disclaimed on their behalf in this Agreement.

14. Verifying Compliance.

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms **through formal audit-official notification**. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. **Auditor will not be paid additional fees based upon the findings of the audit.** Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. **For the purposes of clarification, Enrolled Affiliate will provide evidence related to any of the below applicable scenarios where it may have the right to run Products.**

- **for trial or try and buy**
- **acquired by or through a third party**
- **for testing**
- **in preparation for equipment/device decommission**
- **on device/equipment no longer in production**

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must acquire the necessary additional licenses at Enrolled Affiliate's price level **D**. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribution. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

15. Miscellaneous.

a. **Use of contractors.** Microsoft may use contractors to perform services. **No contractor which Microsoft enters into a contract with for the performance of obligations or work assigned under the Agreement shall in any way relieve Microsoft of any responsibility, obligation or liability under this Contract and for the acts and omissions of its contractors, subcontractors, agents,**

and employees. Microsoft shall provide adequate supervision and training to its, contractors, subcontractors, agents, and employees to ensure compliance with the terms of the Agreement. Contractors may in the performance of services have access to the Customer's and its Enrolled Affiliates' Confidential Information. Microsoft represents to the Customer and its Enrolled Affiliates that with respect to each Microsoft contractor assigned work under this Agreement, Microsoft has the technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information from unauthorized disclosure or use. Furthermore, Microsoft will secure access to Confidential Information from offshore locations. Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the **contact on the signature form**. Notices **may be electronic** and will be treated as delivered on the **transmission** date. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date. All notices must be distributed to the Enterprise Agreement Contract Manager, Affiliate's Primary Contact and Affiliate's legal department.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order **or reseller quote** will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and **Signature Form**. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.

p. Natural disaster. In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Georgia State Agencies Enrollment Terms

1. For the purposes of any Enterprise Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment A** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.
2. For the purposes of any Server and Cloud Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment B** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.

Attachment A

Enterprise Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable

initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed *prior to being run*. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior being run.*
- g. **True-up requirements.** Enrolled Affiliate's annual true-up order must reflect any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(f) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (iii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as minimum *order* requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (i) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (ii) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (iii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

2. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

3. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

4. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current **Level D** published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment B

Server and Cloud Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Product Use Rights and Service Level Agreement.

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start

of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

2. Order requirements.

a. Minimum order requirements.

(i) Server and Tools Products.

- 1) Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A.** Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B.** License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C.** License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:
 - A.** The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B.** The Existing Baseline Licenses shall be non-transferrable.
 - C.** The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D.** When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any subsequent orders.
- d. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. Adding Products.**
 - (i) Adding new Products not previously ordered.**

- a. New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - b. New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - c. Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - d. Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - e. Microsoft Azure Services may be added as provided in the Product Terms.
- (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior to being run.*
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(e) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (ii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
 - 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.
 - (iii) **Late true-up order.** If the annual true-up order is not received when due:
 - 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
 - 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
 - 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.
- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (iii) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.
 - (iv) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products

not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

- h. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

3. Pricing.

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

4. Payment terms.

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
 - (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. Buy-out option.

- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order *within* 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out **Early termination**. If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
 - (i) It may immediately pay the total remaining amount due *for the current and any prior fiscal years*, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

Program Signature Form

MBA/MBSA number

N/A

000-madokane-S-193

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

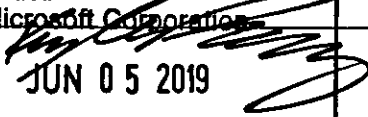
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	CTM (New)
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	State of Georgia
Signature*	<i>Janet Pytelowski</i>
Printed First and Last Name*	Janet Pytelowski
Printed Title	Deputy State Purchasing Officer
Signature Date*	MAY 31, 2019
Tax ID	

* indicates required field

Microsoft Affiliate	
Signature _____	  JUN 05 2019 Kyle Perez Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date 6/3/2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-590

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):	
Name of Entity (must be legal entity name)*	State of Georgia
Signature*	<i>Jim Barnaby</i>
Printed First and Last Name*	Jim Barnaby
Printed Title	Deputy Commissioner State Purchasing Division
Signature Date*	4/27/2022
Company Address:	200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010
Tax ID	

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):	
Microsoft Corporation	
Signature <u>Sintayehu Tarekegn</u>	
Printed First and Last Name Sintayehu Tarekegn	
Printed Title Authorized Signer	
Signature Date 4/27/2022 (date Microsoft Affiliate countersigns)	
Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511	
Agreement Effective Date 06-01-2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-591

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):
Name of Entity (must be legal entity name)* State of Georgia Signature* <i>Jim Barnaby</i> Printed First and Last Name* Jim Barnaby Printed Title Deputy Commissioner State Purchasing Division Signature Date* 4/14/2022 Company Address: 200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010 Tax ID

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns) Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature **form is signed by the Customer, send it and the Contract Documents to Customer's** channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Amendment to Contract Documents

Agreement Number

8718335

000-dbeale-S-590

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Custom Terms CTM

1. The section titled "Term" is hereby amended and restated as follows:

Term. The term of Agreement 8718335 will be extended to **72** full calendar months from the Effective date and expire on May 31, 2025 unless terminated by either party as described in the Agreement. Each Enrollment will have the term provided in that Enrollment

2. The State of Georgia reference number for the Microsoft Master Agreement 8718335 is 99999-SPD-MSSVCS-0001. The following State of Georgia contract extension amendment is incorporated as an exhibit by mutual agreement of the parties to document the extension of contract 99999-SPD-MSSVCS-0001.



CONTRACT AMENDMENT # 1

EXTENSION # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	MICROSOFT CORPORATION
Contract No.:	99999-SPD-MSSVCS-0001
Solicitation Title/Event Name:	Microsoft Volume Services (Master Agreement - Software)
Contract Award Date:	06/01/2019
Current Contract Term:	06/01/2019 – 05/31/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of three years.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/01/2022
End Date of New Contract Term:	05/31/2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

GA 36 Month Extension of Master Agreement (CTM).docx	CTM	CTM-CTC-AGR-CTL	BD
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CONTRACT AMENDMENT EXTENSION 2

This amendment is by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006 Category 1: End User Software, Category 2: Enterprise Software and Category 3: Microsoft Reseller Services
Solicitation Title/Event Name:	Software
Contract Award Date:	August 13, 2012
Current Contract Term:	July 1, 2017 – June 30, 2018
Extension No.:	2

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional period of time.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

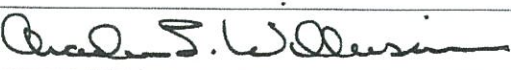
NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2018
End Date of New Contract Term:	May 30, 2019

2. The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new Contract for Software during the term of this Extension #2, the new contract shall supersede this Extension #2.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	
Printed Name and Title of Person Signing:	Charlene L. Wilkinson, Public Contracts Manager
Date:	4/13/2018
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	June 28, 2018
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



CONTRACT AMENDMENT # 10 EXTENSION # 5

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2020-04/30/2021

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months (2) increase the total number of billable hours (3) expand the approved categories, and (4) include requirements under Georgia House Bill 953.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2021
End Date of New Contract Term:	04/30/2022

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

- 2. BILLABLE HOURS:** Exhibit A, Paragraph #2 to this Statewide Contract is hereby deleted in its entirety and replaced with the following:

“The Statewide Contract for software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed three (3) months effort by a team of Dell Marketing, LP professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed a three (3) month duration); or (b) three hundred and twenty (320) hours (total) of billable work provided at the rates contained in Dell Marketing, LP's proposal that forms part of the contract, whichever is greater.”

3. **APPROVED CATEGORIES:** Contractor may sell Software products, under this Statewide Contract, within the following Categories:

Business Applications
 Communication
 Education
 Graphic & Design Networking & Servers
 Operating Systems Programing & Web Development
 Security
 Utilities
 Virtualization
 Anti-Virus
 File and Data Security
 Virus Protection
 Business Software
 Database Software
 Development Tools
 Education/Entertainment
 Gaming Software
 Graphics, Audio, Video Software
 Internet/Communications
 Networking
 Project management Storage Management
 System Management
 Identity Management
 Backup Disaster Recovery System BYOD
 Migration Enterprise Software
 Analytics Intelligence
 Automation
 Mobile Technology
 Software Development
 Workforce Software

4. **HB 953:** Contractor shall comply with the provisions of Georgia House Bill 953 and will notify publishers of said Bill. Georgia House Bill 953 is incorporated by reference as Attachment A.
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	<i>Alyssa Sayles</i>
Printed Name and Title of Person Signing:	Alyssa Sayles, Contract Administrator
Date:	02/11/2021
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	<i>Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	3/26/2021
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

ATTACHMENT A

20 HB 953/AP

H. B. 953
- 1 -

House Bill 953 (AS PASSED HOUSE AND SENATE)

By: Representatives Rich of the 97th, Williamson of the 115th, Welch of the 110th, Watson of the 172nd, and Jones of the 25th

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the
2 Department of Administrative Services, so as to provide new authority for the department
3 to enter into or authorize agreements with cooperative purchasing organizations; to provide
4 that certain terms in particular types of state contracts shall be void and unenforceable and
5 should not be included in such agreements; to require the Department of Administrative
6 Services to provide such information on its website; to specify that bids, offers, or proposals
7 and registers thereof shall be subject to the public disclosure provisions of Article 4 of
8 Chapter 18 of Title 50, relating to open records; to provide for related matters; to repeal
9 conflicting laws; and for other purposes.

10 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

11 SECTION 1.

12 Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the Department
13 of Administrative Services, is amended in Code Section 50-5-51, relating to power, authority,
14 and duty of department, by revising paragraph (9) as follows:
15 "(9) To enter into or authorize agreements with ~~private non-profit~~ cooperative purchasing
16 organizations or other states and their political subdivisions to effectuate the purposes and
17 policies of this chapter;"

18 SECTION 2.

19 Part 1 of Article 3 of Chapter 5 of Title 50 of the Official Code of Georgia Annotated,
20 relating to the general authority, duties, and procedure of state purchasing, is amended by
21 adding a new Code section to read as follows:
22 "50-5-64.1.

23 (a) A contract entered into pursuant to this part shall not contain a term that:
24 (1) Requires the state or any agency, authority, board, bureau, commission, department,
25 institution, or any other entity thereof to:

20 HB 953/AP

26 (A) Defend, indemnify, or hold harmless another person; or
27 (B) Be bound by terms and conditions that are unknown at the time of signing such
28 contract or which may be unilaterally changed by the other party;
29 (2) Provides for:
30 (A) A person other than the Attorney General to serve as legal counsel for the state or

for any agency, authority, board, bureau, commission, department, institution, or any other entity thereof;

(B) A venue for any action or dispute other than the Superior Court of Fulton County, Georgia, as provided in Code Section 50-21-1;

(C) The contract to be construed in accordance with the laws of a state other than the State of Georgia;

(D) Binding arbitration; or

(E) An automatic renewal such that state funds are or would be obligated in subsequent fiscal years; or

(3) Is inconsistent with the provisions of Article 4 of Chapter 18 of this title, relating to open records.

(b) If a contract entered into pursuant to this part contains a term prohibited under subsection (a) of this Code section, such term shall be void, and the contract shall be otherwise enforceable as if it did not contain such term.

(c) The Department of Administrative Services shall maintain a copy of this Code section on its website."

SECTION 3.

Said part is further amended by revising paragraph (4) of subsection (d) of Code Section 50-5-67, relating to the competitive bidding procedure, method of soliciting bids, required conditions for competitive sealed proposals, clarification, contract awards, negotiation of contracts, certificate of independent price determination, and receiving electronic bids, as follows:

"(4) The Department of Administrative Services shall canvass the bids, offers, or proposals and award the contract according to the terms of this part. The Department of Administrative Services shall prepare a register of bids, offers, or proposals which ~~will~~ shall become available for public inspection ~~upon request within one day, in accordance with Article 4 of Chapter 18 of this title, relating to open records,~~ after the issuance of the department's public notice of intent to award to the successful bidder or offeror. The bids, offers, or proposals shall not be subject to public disclosure, in accordance with Article 4 of Chapter 18 of this title, relating to open records, until after the issuance of the public notice of intent to award a contract to the successful bidder or offeror except that

20 HB 953/AP

H. B. 953
- 3 -

62 audited financial statements not otherwise publicly available but required to be submitted
63 in the bid, offer, or proposal shall not be subject to such public disclosure."

SECTION 4.

64 All laws and parts of laws in conflict with this Act are repealed.

State of Georgia Statewide Contract for Software: SWC #99999-SPD-SPD0000060-0006

SUPPLIER NAME: DELL MARKETING, LP

PRICING - EFFECTIVE: 5/1/2021 (Per Extension #5, Amendment #10)

*Please Enter the MSRP and/or the % Discount Off MSRP, for Each Category Shown in Column A

Approved Category	MSRP/Discount Off MSRP
Business Applications	5.50%
Communication	5.50%
Education	5.50%
Graphic & Design networking & Servers	5.50%
Operating Systems Programing & Web Development	5.50%
Security	5.50%
Utilities	5.50%
Virtualization	5.50%
Anti-Virus	5.50%
File and Data Security	5.50%
Virus Protection	5.50%
Business Software	5.50%
Database Software	5.50%
Development Tools Education/Entertainment Software	5.50%
Gaming Software	5.50%
Graphics, Audio, Video Software	5.50%
Internet/Communications	5.50%
Networking	5.50%
Project Management /Storage Management	5.50%
System Management	5.50%
Identity Management	5.50%
Backup Disaster Recovery System BYOD	5.50%
Migration Enterprise Software	5.50%
Analytics Intelligence	5.50%
Automation	5.50%
Mobile Technology	5.50%
Software Development	5.50%
Workforce Software	5.50%



CONTRACT AMENDMENT # 11 EXTENSION # 6

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2021-04/30/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2022
End Date of New Contract Term:	04/30/2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supercede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	<i>Carina Clifford</i>
Printed Name and Title of Person Signing:	Carina Clifford, Contract Administrator
Date:	January 10, 2022
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	3/1/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



CONTRACT AMENDMENT # 12 EXTENSION # 7

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2022-04/30/2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2023
End Date of New Contract Term:	04/30/2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	<i>Katherine Castillo</i>
Printed Name and Title of Person Signing:	Katherine Castillo- Paralegal Advisor
Date:	March 23, 2023
Company Address:	One Dell Way, Round Rock, Texas 78682

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/19/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010