



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Yolanda Barber

Councilman Elton Alexander

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Frederick Gardiner

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Council Meeting

Agenda

February 28, 2023 6:00 PM



STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

TUESDAY, FEBRUARY 28, 2023 6:00 PM

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

REVIEW OF THE MINUTES

- 1 Draft Minutes January 9, 2023
- 2 Draft Minutes January 31, 2023

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting. You must sign your name, address, and phone number. You will be able to address the Mayor and Council for three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated while meetings are in session.

OLD BUSINESS

- 3 Council consideration to approve the OpenGov (Cloud Solutions Carahsoft) Budgeting & Planning platform under the State of Georgia Contract 99999-SPD-T20190814-0001 for a 3 year term for \$173,700.08. - Presented by: John Wiggins

NEW BUSINESS

- 4 Council consideration to approve Task Order No. 2023.03 with Falcon Design – Davidson Parkway 10' Sidewalks in the amount of \$70,000.00. The funding source is from TSPLOST. - Presented by: Decius Aaron, Jeremy Goodwin

- 5 Council consideration to approve Task Order No. 2023.04 with Falcon Design – Tye Street 10' Sidewalks in the amount of \$119,500.00. The funding source is from TSPLOST. - Presented by: Decius Aaron, Jeremy Goodwin
- 6 Council consideration to approve Task Order No. 2023.05 with Falcon Design – Peach Drive 10' Sidewalks in the amount of \$41,500.00. The funding source is from TSPLOST. - Presented by: Decius Aaron, Jeremy Goodwin
- 7 Council consideration to approve Task Order No. 2023.06 with Falcon Design – Old Atlanta Road 10' Sidewalks in the amount of \$94,000.00. The funding source is from TSPLOST. - Presented by: Decius Aaron, Jeremy Goodwin
- 8 Council consideration to approve the renewal of the term contract No. 2019-00022P, Facility Maintenance Solutions/Grounds Keeper Landscape, between CGL Facilities Management, LLC in the amount of \$200,000.00. Funding source is from Public Works Department budgeted funds. - Presented by: Decius Aaron
- 9 Council consideration to approve the renewal of contract No. 2019-0032P, Johnson Controls, Security Solutions, LLC (Tyco Integrated Security, LLC) for Facility Equipment Systems and Services in the amount of \$100,000.00. Funding source is from Government Buildings budgeted funds. - Presented by: Decius Aaron
- 10 Council consideration to approve the purchase of seven (7) Fleet 3 In-car Camera Systems with integrated License Plate Readers. The cost for readers is \$116,853.60. The City has approved these items as part of the 2023 Capital Budget. - Presented by: Major Richard Godfrey
- 11 Council Consideration to amend the City of Stockbridge Municipal Code Section 5.16.050 - Rules for Interment Administration Fee from \$100 to \$200 and assessing an Unauthorized Interment Penalty in the amount of \$1000. - Presented by: Vanessa Holiday

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- **Main Street Advisory Board Meeting 2nd Friday of each month at 9:00 a.m. - City Hall Levi Meeting Room (Mar 10)**
- **City Council Meeting, 2nd Monday of each month at 6:00 p.m. – City Hall Council Chamber (Mar 13)**
- **Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month - City Hall Levi Meeting Room - City Hall (Mar 13)**
- **Citywide Development Authority Meeting, 2nd Tuesday of each month 6:00 p.m. - City Hall Levi Meeting Room (Mar 14)**

- **City Council Retreat – March 20 – March 22, 2023**
- **Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Mar 21)**
- **Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Mar 21)**
- **Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Mar 23)**
- **City Council Work Session Meeting, Last Tuesday of each month at 6:00 p.m. – City Hall Council Chamber (MARCH WORK SESSION IS CANCELED)**

UPCOMING CITY EVENTS/INITIATIVES

- **SAVE THE DATE! Join Councilman Alexander for the Annual Women's History Month Celebration, Sunday, March 5th at the Merle Manders Conference Center from 3pm – 5pm.**
- **Councilman Blount on Wednesday, March 22nd at the Merle Manders Conference Center for Bingo from 10am - noon. Please contact Rosalynd Rawls at 678-833-3348 for more information.**
- **A Continuous Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!**

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



COUNCIL MEETING SUMMARY MINUTES

MONDAY, JANUARY 9, 2023 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Alphonso Thomas
Councilman Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt

Administration

Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Forest Park Councilmember Daboure Antoine.

Pledge Of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with roll call. All members were in attendance except Councilman Alexander.

Mayor Pro Tem Thomas motioned to amend and adopt the Agenda moving Item #21 to be heard following Ceremonial, and Postpone Item #14, 15, 16 and 17 to be heard at the February 13, 2023 council meeting: Second by Councilwoman Gantt. The motion passed 4-0.

The City Clerk read for the record the items to be to be heard at the February 13, 2023 council meeting: #14-city of Stockbridge – Adoption of the Official Zoning Map- #OZM-2022-01; #15- City of Stockbridge – Adoption of the Overlay District Map #odm-2022-01; #16- City of Stockbridge – Adoption of the Future Land Use Map #FLUM-2022-01 and #17- City of Stockbridge – Unified Development Code --Text Amendment TX-2022-01.

1. Adoption of the Minutes for the Council Meeting November 14, 2022
 2. Adoption of the Minutes for the Work Session Meeting November 29, 2022
- Councilwoman Barber motioned to approve the following Minutes: Second by Mayor Pro Tem Thomas. The motion passed 4-0.

Councilman Alexander joined the meeting.

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated. None

CEREMONIAL

3. Appointment and Swearing-In of Municipal Court Judge
Councilman Blount motioned to appoint Matthew McCord as the Municipal Court Judge: Second by Councilwoman Gantt. The motion passed 5-0 followed by the Swearing-in of Judge McCord by Mayor Ford.
4. Appointment and Swearing-In of Municipal Court Solicitor
Councilwoman Gantt motioned to appoint Julie Kert as the Municipal Court Solicitor: Second by Mayor Pro Tem Thomas. The motion passed 5-0 followed by the Swearing-in of Julie Kert by Mayor Ford.
5. Appointment of Mayor Pro Tem
Mayor Pro Tem Thomas motioned to Nominate Yolanda Barber to serve as Mayor Pro Tem: Second by Councilman Alexander. The motion passed 3-0-2 (Blount/Gantt Abstained).
6. Appointment of City Attorney
Councilman Thomas motioned to appoint Bell Washington as the City Attorney: Second by Councilman Alexander. The motion passed 5-0.
7. Swearing in of Planning Commission Members by Mayor Ford
Swearing-in of Kathleen Nelson - Term Expires 12/31/2024.
Harold Thibodeaux – Term Expires 12/31/2026
8. Swearing-In of Advisory Committee Members by Mayor Ford
Bonita Adams – Term Expires 12/31/2024.
Joc'Quelyn Carter – Term Expires 12/31/2024
Ericka Harvey – Term Expires 12/31/2024
Ayesha Watson – Term Expires 12/31/2024
Tonya Williams – Term Expires 12/31/2024
9. Swearing-In of Main Street Advisory Board Members by Mayor Ford
Andrea Burnett – Term Expires 12/31/2024.
Camille Reynoso Mason – Term Expires 12/31/2023
10. Review of the proclamations read by Mayor Ford prior to the meeting.
Proclamation – Martin Luther King, Jr. National Holiday
Proclamation – National Law Enforcement Appreciation Day

PUBLIC HEARING

11. ANNEXATION CASE #AX-2022-01 -- The City of Stockbridge Planning

Commission and the City of Stockbridge Mayor and City Council will hear an Annexation Request by S3 Capital Investments, LLC, the Applicant, represented by Attorney Michele Battle of Battle Law, P.C., the Agent, to annex a parcel, as described below, into the Stockbridge City Limits from unincorporated Henry County in order to allow the parcel to be combined with an adjacent parcel for an age-restricted residential development.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use), with a land use designation of 'MIX' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

Planning staff recommended approval of this request, with twenty-four (24) conditions. On August 25, 2022, the Planning Commission recommended APPROVAL of this request. The City Council postponed the vote on this item until the January 9, 2023, meeting, to await the decision of the Henry County Board of Commissioners, who offered an objection to the annexation. However, at the November 14, 2022, Henry County Board of Commissioners, Henry County rescinded their objection, which allows the City Council to render a final decision on the annexation and accompanying zoning requests for this proposed project.

Presented by: Ryan Anderson

Mr. Anderson presented the proposed Annexation case noting staff and the Planning Commission recommend approval with 24 conditions; noted on August 25, 2022, the Planning Commission recommended approval of this request; noted the applicant, S3 Capital Investments, LLC. requests the annexation into the city as part of an independent living residential development located at 2125 Highway 42 North, with 20 +/- acres; noted the current County zone is MU (Mixed-Use) and the County's Land Use Designation is MIX (Mixed-Use); noted the applicant has also applied for a Comprehensive Plan Amendment and a rezoning of the property; noted a small stream bordering the property which is a tributary of Wolfe Creek; noted tract 1 would include the existing Southern Crescent Rehabilitation and Retirement Center would remain, and 100 new independent living/age restricted units would be constructed, including 7 detached units and 93 attached units with a density of 5 units per acre; noted tract 2, which is vacant would feature the construction of 176 units would be constructed, including 52 detached units and 124 attached units, with a density of 8 units per acre, with a total from both parcels equaling up to 276 independent living units, with a density of 6.6 acres per unit; noted the property is contiguous to the existing corporate limits, water and sewer services are provided by the Henry County Water Authority, fire and EMS is provided by the County and electricity is provided by Georgia Power and police services are provided by the County but would change to the City if the annexation is successful.

Attorney Battle noted the development will consist of 100-units, and will be age-restricted 55+ and adjacent to the traumatic brain injury facility; noted the intent is to allow for independent seniors and individuals with traumatic brain injuries to transition back into everyday life, and is much needed housing for seniors in the community and will include two pools and cabanas, and great amenities to include walking trails and two separate clubhouse facilities; and noted the timing

is great with Henry County issuing a moratorium on multi-family townhomes and duplex housing.

Councilman Alexander reiterated the importance of an age-restricted 55+ development for the community and referenced the conditions Henry County placed on the development if it were developed in the county.

Attorney Battle noted there were 19 conditions in the City's staff report that are consistent with the Henry County recommendation for 100 units, and will be multi-family fee simple units, and reserve that ability for the declarant to rent, as an affordability component.

Councilman Alexander noted there would be a walkable path along Hwy. 42 with beautification.

Councilman Blount asked if short-term rentals would be allowed.

Attorney Battle noted there will be flexibility for rentals, but not the AirBNB's; and noted the selling price point would be between \$250,000 and \$300,000.

Public Hearing Opened
No Speakers in Favor
No Speakers Opposed
Public Hearing Closed

Councilman Alexander motioned to approve AX-2022-01 with 19 conditions as recommended by staff: Second by Councilwoman Gantt. The motion passed 5-0.

12. COMPREHENSIVE PLAN AMENDMENT CASE #CP-2022-02 -- Consideration of a Comprehensive Plan Amendment Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to change the future land use designations of certain parcels, as are described below, from 'Light Industrial' and 'Mixed-Use' to 'High-Density Residential' to allow for an age-restricted residential development.

Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Applicant proposes to change the current land use designation from 'Light Industrial' to 'High-Density Residential'. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Applicant proposes to change the current County land use designation of 'Mixed-Use' to the city land use designation of 'High-Density Residential' after the parcel is annexed into the Stockbridge City Limits. Contains 20.00 +/- acres. Located in Land Lot 31 of District 7.

Planning Staff recommended approval of this request. On August 25, 2022, the Planning Commission recommended approval of this request. This item was delayed in connection with the associated Annexation case.

Presented by: Ryan Anderson

Mr. Anderson presented the proposed Comprehensive Plan Amendment associated with AX-2022-01 noting staff and the Planning Commission recommend APPROVAL August 25, 2022; noted the applicant proposes to change the current land use designation from 'Light Industrial' to 'High-Density Residential' with a companion rezoning application; noted if the annexation is approved, and the applicant wishes to proceed with the proposed development, the applicant would need to combine both parcels for both the requested Comprehensive Plan Amendment (CP-2022-02) and the requested rezoning (RZ-2022-02) to be approved; noted a Recombination Plat would be required and could be handled administratively; noted the proposed development is not consistent with the Comprehensive Plan's land use designations for the property, the requested Comprehensive Plan Amendment for the proposed land use designation does not allow the type of development the applicant is proposing, or they do not allow the proposed densities; noted the applicant proposes to change the future land use designations of the two parcels as follows:

-Tract 1: from Henry County's land use designation of "Mixed-Use" to the city of Stockbridge's land use designation of "High-Density Residential", which would be more appropriate for the applicants proposed type of development and would indicate the approximate density of the project.

-Tract 2: From the City's land use designations of "Light-Industrial" and "Low-Density Vertical Mixed-Use" to "High-Density Residential"; the existing "Light Industrial" land use designation does not allow residential uses, and the existing "Low-Density Vertical Mixed-Use" land use designation is intended for buildings which contain commercial uses on the ground floor and residential uses on the upper floors.

Councilman Alexander noted it is the city's intent to protect the residential areas around the development and asked Mr. Anderson what business would be allowed without approval of this amendment.

Mr. Anderson noted warehouses, trucks stop, and auto repair shops would be allowed without the amendment.

Councilman Alexander asked if the three will be research and coordination with GDOT (Georgia Department of Transportation) to determine if a traffic light is feasible.

Attorney Battle noted the applicant is prepared to complete a traffic study and discuss the installation of the traffic light if required by GDOT.

Mr. Anderson noted a recombination of plats would be required and would be processed administratively.

Public Hearing Opened

No Speakers in Favor - No Speakers Opposed

Public Hearing Closed

Councilman Alexander motioned to approve the Comprehensive Plan Amendment CP-2022-02: Second by Councilwoman Baber.
The motion passed 5-0.

13. REZONING CASE #RZ-2022-02 -- Consideration of a Rezoning Request by S3 Capital Investments, LLC, the Applicant, represented by Battle Law, P.C., the Agent, to rezone certain property from 'OI' (Office-Institutional) and 'LI' (Light Industrial) in the Stockbridge City Limits and 'MU' (Mixed-Use) in unincorporated Henry County to 'PUD' (Planned Unit Development) to allow for an age-restricted residential development. The property contains two parcels, as are listed below, with 42.01 +/- total acres.

Parcel #071-01034014—Located within the Stockbridge City Limits, with frontage on Highway 42 North and situated at the end of Technology Parkway. Currently zoned 'OI' (Office-Institutional) and 'LI' (Light Industrial). Property also lies within the Parkway Mixed-Use Overlay District. Contains 22.01 +/- acres. Located in Land Lot 31 of District 7.

Parcel #071-01034012 – Subject property is in unincorporated Henry County, with frontage on Highway 42 North, across from Summit View Drive. Currently zoned 'MU' (Mixed-Use). Contains 20.00 +/- acres. Located in Land Lot 31 of District 7. Planning staff recommended approval of this request. On August 25, 2022, the Planning Commission recommended APPROVAL of this request. The City Council postponed the vote on this item until the January 9, 2023, meeting, to await the decision of the Henry County Board of Commissioners, who offered an objection to the annexation. However, at the November 14, 2022, Henry County Board of Commissioners, Henry County rescinded their objection, which allows the City Council to render a final decision on the annexation and accompanying zoning requests for this proposed project. This item was delayed in connection with the associated Annexation request.

Presented by: Ryan Anderson

Mr. Anderson presented the proposed Rezoning Case No. RZ-2022-02 associated with AX-2022-01 noting staff and the Planning Commission recommend approval with 19 conditions; noted the applicant is seeking to rezone two parcels to "PUD" for a total of 42 acres; noted tract 1 would include the existing Southern Crescent Rehabilitation and Retirement Center would remain, and 100 new independent living/age restricted units would be constructed, including 7 detached units and 93 attached units with a density of 5 units per acre; noted tract 2, which is vacant would feature the construction of 176 units would be constructed, including 52 detached units and 124 attached units, with a density of 8 units per acre, with a total from both parcels equaling up to 276 independent living units, with a density of 6.6 acres per unit; noted the proposed development is not consistent with the Comprehensive Plan's land use designations for the property, the requested Comprehensive Plan Amendment for the proposed land use designation does not allow the type of development the applicant is proposing, or they do not allow the proposed densities; noted the rezoning of the property to the requested "PUD (Planned Unit Development)" is necessary because the proposed development would include both attached and detached residential units as well as the existing Southern Crescent Rehabilitation and Retirement Center. The property is justified for rezoning to PUD, as opposed to MFR (Multiple Family Residential) due to: 1) the inclusion of Southern Crescent; and 2) the presence of the Wolfe Creek tributary and its associated floodplain areas, which are necessitates flexibility in site design; noted since the proposed development would be primarily composed of residential uses, the requested PUD zoning would be compatible with the MFR zoning districts to the west, south and east, where the Magnolias at Eagles Landing, the Highlands at Eagles Landing and the Summit at

Eagles Landing Subdivisions are located. Mr. Anderson noted the PUD zoning would also serve as a good transition from the LI and OI Districts to the north; further, PUD zoning would be compatible to Henry County's MU (Mixed use) zoning for tract 1; noted the property has an unusual shape, and is traversed by a tributary of Wolfe Creek which may present challenges for the final site design with the proposed residential units being separated into northern and southern sections.

Ms. Carter, Community Development Director, noted the conditions associated with the Rezoning are categorized, noting the Annexation has been approved tonight along with the Comprehensive Plan Amendment, and the Recombination of Plats must be completed to begin the development process; noted there are 19 conditions that are specific to the development when the rezoning was approved by the county several years ago; noted staff did remove conditions, noting the project remains true to the conditions by the county and the city agrees with; noted staff recommends approval.

Councilman Alexander noted the development will enhance the area and provide some traffic relief, noting the road widening project along Hwy. 42 that is a few years out (2027-2028).

Ms. Carter noted the traffic study is a requirement included in the conditions.

Attorney Battle noted the conditions were addressed as part of the zoning.

Ms. Carter noted the name change for the development to: Trauma Brain Facility and is no longer referred to as a Memory Care Facility and noted the new limit for units is 100 and not 60.

Attorney Battle noted there were conditions that she wanted to make sure they were addressed and noted would be three entry points, and that otherwise, the developer could not build 100 units; noting the third entry point is needed; referenced the amenities which will include two pavilions, two cabanas, walking trail and two separate clubhouses in two separate locations with an indoor and outdoor pool.

Councilman Alexander asked Ms. Carter if staff was agreeable to the requested conditions made by Attorney Battle.

Ms. Carter noted this was the first time she has heard the request to reduce the number of pavilions and was okay with the reduction.

Councilman Blount asked for the size of the pavilions.

Attorney Battle noted they would be no less than 1200 sq. feet.

Councilman Blount asked about security for the facility.

Attorney Battle noted the development is not intended to be gated, noting a great majority of the residents will be independent seniors in an age-restricted facility.

Councilman Alexander referenced the Winding Creek development with public streets.

Attorney Battle reiterated there must be three points of entry for this development.

Councilman Alexander asked if gates are required for multi-family developments.

Ms. Carter noted it is not a requirement and would be determined by the applicant, noting when gated, the homeowner's association takes over the cost of maintaining the roads.

Councilman Alexander motioned to approve Rezoning No. RZ-2022-02 with conditions and asked Council to support a gate as a matter of safety; seconded by Mayor Pro Tem Barber. The motion was withdrawn following discussion.

Ms. Carter noted the conditions include a traffic study and noted if gated, the street would be private.

Councilman Blount noted his community is used as a cut-through, which is the highest amount of traffic in the neighborhood and to gate the community and maintain the roads would be setting a precedent.

Ms. Carter noted she prefers not to have a condition to gate the development.

Attorney Battle noted she understands the safety concern.

Ms. Carter noted the traffic study will take 6-8 weeks to complete.

Councilman Blount asked that the motion on the floor be read, noting the traffic study has no impact on whether a gate is installed.

Councilwoman Gantt agreed.

Attorney Battle noted the applicant opposes a gate, noting the residents are senior residents and a gate would slow down emergency response time and the costs associated with the maintenance of the roads would be assessed to the residents.

Councilman Alexander asked that staff work with GDOT to determine if a gate is needed.

Councilman Blount noted the gate is irrelevant as it pertains to the traffic study and should not be included in any motion.

Councilwoman Gantt agreed, noting if the traffic study includes a gate, the development is on hold.

Councilman Thomas expressed his concerns for the senior residents and the costs associated with maintenance of the roads.

Ms. Carter noted staff will add security cameras as a condition.

Attorney Battle noted the applicant agrees with adding security cameras as a condition.

Public Hearing Opened
No Speakers in Favor - No Speakers Opposed
Public Hearing Closed

Councilman Alexander motioned to approve RZ-2022-02 with 19 conditions as recommended by staff and modified to add security cameras as a condition: Second by Councilwoman Gantt. The motion passed 5-0.

14. CITY OF STOCKBRIDGE – ADOPTION OF THE OFFICIAL ZONING MAP- #OZM-2022-01. To consider Staff amendments to the Official Zoning Map, in accordance with the Resolution and Referendum annexation method, voted upon during the November 8, 2022, election. There are approximately 1640+/- new parcels to be added to Stockbridge City boundaries, as indicated within House Bill 612, including but not limited to 23 subdivision communities, and parcels primarily consisting of 1507+/- single-family residential, 105 combined commercial and industrial, etc.
This item was advertised as being presented to the City Council on January 9, 2023. However, because the Planning Commission has been postponed, this item will be presented to the City Council at the February 13, 2023, meeting.
NO ACTION
15. CITY OF STOCKBRIDGE – ADOPTION OF THE OVERLAY DISTRICT MAP #ODM-2022-01. To consider Staff amendments to the Overlay District Map, in accordance with the Resolution and Referendum annexation method, voted upon during the November 8, 2022, election. There are approximately 1640+/- new parcels to be added to Stockbridge City boundaries, as indicated within House Bill 612, including but not limited to 23 subdivision communities, and parcels primarily consisting of 1507+/- single-family residential, 105 combined commercial and industrial, etc.
This item was advertised as being presented to the City Council on January 9, 2023. However, because the Planning Commission has been postponed, this item will be presented to the City Council at the February 13, 2023, meeting.
NO ACTION
16. CITY OF STOCKBRIDGE – ADOPTION OF THE FUTURE LAND USE MAP #FLUM-2022-01 To consider Staff amendments to the Future Land Use Map, in accordance with the Resolution and Referendum annexation method, voted upon during the November 8, 2022, election. There are approximately 1640+/- new parcels to be added to Stockbridge City boundaries, as indicated within House Bill 612, including but not limited to 23 subdivision communities, and parcels primarily consisting of 1507+/- single-family residential, 105 combined commercial and industrial, etc.

This item was advertised as being presented to the City Council on January 9, 2023. However, because the Planning Commission has been postponed, this item will be presented to the City Council at the February 13, 2023, meeting.
NO ACTION

17. CITY OF STOCKBRIDGE – UNIFIED DEVELOPMENT CODE -- TEXT
AMENDMENT TX-2022-01 To allow the use of “Computer and data processing services” within the C-3 Heavy Commercial District as a permitted use and update other applicable references to this use throughout the Unified Development Code. This item was advertised as being presented to the City Council on January 9, 2023. However, because the Planning Commission has been postponed, this item will be presented to the City Council at the February 13, 2023, meeting.
NO ACTION

NEW BUSINESS

18. Council consideration to approve Yellowstone Landscape to perform the Campground Road and Hudson Bridge Road Median Enhancement Project in the amount of \$70,158.96. Funding source from Fund Balance
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted Councilman Alexander inquired about a beautification project on Hudson Bridge Rd. and Campground Rd.; noted Yellowstone as the current landscaping provided a quote to perform the beautification project.

Councilman Alexander noted council approved the Hudson Bridge Rd. and Campground Rd. beautification project and inquired as to why it has not been completed; noted and RFP was put out with no bids submitted. Councilman Alexander also noted the previous city manager reached out to Yellowstone for completion of the project, however, it was not completed.

Councilwoman Gantt noted the funds were coming from fund balance and inquired if the project was budgeted for and inquired what was approved with the city clerk. Mr. Aaron noted it was not budgeted. Mrs. Holiday, City Clerk noted she does not recall and reiterated being put out for bid and does not recall the amount attached and would have to look at the records.

Mr. Wiggins, City Treasurer noted the funding source would be fund balance due to it not being budgeted.

Councilman Alexander noted the project being approve two (2) years ago and was in the previous budgets and noted hotel/motel tax could be used for tourism.

Councilwoman Gantt motioned to Table until more information on funding is available: Second by Councilwoman Barber. The motion passed 4-0. (Blount was not present for the vote).

19. Council consideration to approve the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services in the amount of \$300,000.00 as approved in the FY2023 Stormwater budget. The funding source is from the Stormwater budget account number 510-42500-542515 (Stormwater Repair).

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted for the record the contract was not included in council's packets; the contract was bided out in 2021, making this the 2nd renewal; noted this would be key as the newly annexed areas are added and staff has already identified areas that will need work on such as Summit View Dr.

Councilwoman Gantt motioned to approve the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services in the amount of \$300,000.00 as approved in the FY2023 Stormwater budget: Second by Councilman Alexander. The motion passed 3-0-1 (Barber Abstained) (Blount was not present for the vote).

20. Council consideration to approve the award of Request for Proposal (RFP) Number 2022-0017, Wastewater Treatment Plant Pole Barn to Diversified Construction of Georgia, Inc., in the amount of \$1,271,650.00. Funding source is from Water and Sewer department fund balance account 505-43300-541462 (WWTP Facility Improvements).

Presented by: Decius Aaron, Public Works Director and

& Brad Holtsinger, Wastewater Treatment Plant Superintendent

Mr. Aaron noted for the record the contract was not included in council's packets. Brad Holtsinger, WWTP Superintendent noted the pole barn will be constructed at the Wastewater Treatment Plant using 150 ft. long and 150 ft. deep pole; noted the price includes closing the existing pole barn which will help protect the pump trucks and expensive equipment and also noted weather is the biggest reason to wear and tear.

Mayor Pro Tem Thomas inquired on how equipment and vehicles are protected.

Mr. Holtsinger responded the equipment has been sitting out in the weather.

Councilman Alexander noted when building facilities, certain types of cost should be included to consider building for future growth.

Mr. Aaron noted having equipment out of the elements and does not want them exposed to the environment.

Councilwoman Gantt motioned to approve the award of Request for Proposal (RFP) Number 2022-0017, Wastewater Treatment Plant Pole Barn to Diversified Construction of Georgia, Inc., in the amount of \$1,271,650.00: Second by Councilwoman Barber. The motion passed 4-0 (Blount was not present for the vote).

21. Council consideration to ratify the Resolution to extend a consultant contract to Harold Young effective January 1, 2023.

Presented by: Quinton Washington, City Attorney

Item was heard following Ceremonial on the Agenda

Attorney Washington noted the only amendment to the contract would be to change the concessions section noting the city would get vendor fee from concession, and to add the number would be decided based on an average being complied from prior concession sales.

Motion to approve the contract between the City of Stockbridge and Harold Young for consulting services with modifications noting changes stating “ the city shall receive 100% of food and beverage sales” to “City shall receive 100% of concession vendors rent for all food and beverage sales”; “Signature on all documents stating City of Stockbridge” will be changed to “the Mayor” for all signatures and under exhibit A, line 5-Promotions “Ticket Master promotions” shall be changed to “ticket promotions”: Second by Councilwoman Gantt. The motion passed 4-0-1 (Barber Abstained).

Mayor Pro Tem Thomas motioned to approve a Resolution to enter into a contract agreement: Second by Councilwoman Gantt. The motion passed 4-0-1 (Barber Abstained).

22. Council Consideration to appoint members to the Youth Council Advisory Committee.

Presented by: Quinton Washington, City Attorney

Mayor Ford noted both applications have Police Citizens Advisory Council.

The City Clerk noted below the main section on the application, the applicants are asking to be included on additional boards for consideration; staff reached out to ask the priority and the applicants asked to be considered for the Youth Council Advisory Committee. Mrs. Holiday also noted the code does not disallow serving on more than one board, however, the appointment would be at the Council’s discretion.

Mayor Pro Tem Thomas motioned to Table: Second by Councilwoman Barber. The motion passed 4-0 (Blount was not present for the vote).

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS

UPCOMING MEETINGS & ANNOUNCEMENTS: Council meetings will be held in the City Council Chamber. Meeting dates, locations and times are subject to change. Please visit the city’s website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting - 2nd Monday of each month – City Hall Council Chamber (Jan 9)
- Youth Council Meeting - 6:30 p.m. - 2nd Monday of each month City Hall Levi Meeting Room - City Hall (Jan 9)
- Downtown Development Authority Meeting- 6:00 p.m. Via Zoom - *Special Day* (Jan 10) - Tuesday Via Zoom

- Citywide Development Authority Meeting - 6:00 p.m. City Hall Levi Meeting Room 2nd Tuesday of each month (Jan 10)
- Main Street Advisory Board Meeting 2nd Friday of each month at 9:00 a.m. City Hall Levi Meeting Room (Jan 13)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday each month Levi Meeting Room - City Hall (Jan 17)
- Planning Commission Meeting - 4th Thursday at 6:30 p.m. City Hall Council Chamber – (Jan 26)
- City Council Work Session Meeting - Tuesday at 6:00 p.m. – City Hall Council Chamber (Jan 31)

UPCOMING CITY EVENTS/INITIATIVES

- *A Continuous Salute to Veterans*: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!
- Please join Councilman Alexander for the Annual Martin Luther King, Jr. Service Project on Saturday, January 14th at Hudson Bridge Rd. @ I-75 (Parking at Walmart) from 10am - 12pm.
- Please join Councilman Blount for Bingo Bash on Wednesday, January 18th at the Merle Manders Conference Center from 10am - noon.
- Here is your opportunity to Meet the Mayor and talk with Mayor Ford on Tuesday, January 24th from 10am to noon. Please contact Rosalynd Rawls to schedule an appointment at 678-833-3348 or via email at rrawls@cityofstockbridge-ga.gov

MAYOR'S COMMENTS (Mayor Anthony Ford)

Mayor Ford noted we are still in a pandemic and encouraged everyone to get COVID vaccinations, boosters and flu shots; wished everyone a Happy New Year; welcomed the new residents to the city who were annexed via the Senate Bill 612 Referendum and noted the New Resident Guide that they should have received and is available online and in city hall; noted there will now be (5) five council districts as a result of the approved referendum, and looks forward to providing great service throughout the city; and wished the Georgia Bulldogs a victory.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT

Mayor Pro Tem Thomas motioned to adjourn: Second by Councilwoman Gantt. The motion 4-0 (Blount was not present for the vote).

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



WORK SESSION MEETING SUMMARY MINUTES

TUESDAY, JANUARY 31, 2023 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Yolanda Barber
Councilman Elton Alexander
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Frederick Gardiner, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney
Jeremy T. Berry, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Dr. Renee Gourdine.

Pledge Of Allegiance was recited by all in attendance.

City Clerk, Vanessa Holiday was asked to proceed with roll call. All members were in attendance.

Councilman Thomas motioned to amend the Agenda to add a Resolution to request the Henry County State Legislature and Congressional Delegation assist to identify and help secure state and federal funding for the Cultural Arts Center: Second by Mayor Pro Tem Barber. The motion passed 5-0.

Councilman Thomas motioned to amend the Agenda to convene Executive Session for Personnel, Potential Litigation and Real Estate matters following Public Comments: Second by Mayor Pro Tem Barber. The motion passed 5-0.

Councilman Alexander motioned to amend the Agenda to provide an update on the Candler Rd. Development: Second by Councilwoman Gantt. The motion passed 5-0.

Councilwoman Gantt motioned to adopt the Agenda as amended: Second by Councilman Alexander. The motion passed 5-0.

Councilwoman Gantt motioned to amend the Agenda to remove Item#13: Second by Councilman Alexander. The motion passed 5-0.

REVIEW OF THE MINUTES – No Action

1. Review of the Minutes for the Council Meeting December 12, 2022
2. Review of the Minutes for the Work Session Meeting December 20, 2022

PUBLIC COMMENTS - All persons wishing to speak for public comment must sign in with the City Clerk prior to the beginning of the meeting noting your name, address, and phone number. You will be allotted three (3) minutes. Speakers must respect all members of the elected body, officials, and staff. Defamation, unruliness and/or swearing will not be tolerated. There were no public comments.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

Councilwoman Gantt motioned to convene Executive Session for Personnel, Potential Litigation and Real Estate: Second by Councilman Thomas. The motion passed 5-0.

Councilman Thomas motioned to adjourn Executive Session: Second by Mayor Pro Tem Barber. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting: Second by Mayor Pro Tem Barber. The motion passed 5-0.

OLD BUSINESS

3. Council consideration to approve T-Mobile five-year lease renewal at 4617 North Henry Blvd (Million-Gallon Water Tank) at a rate of Three Thousand Five Hundred and 00/100 Dollars (\$3,500) per month as License Fee, partial calendar year to be prorated in advance, by the fifth day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the License Fee will escalate by 15% on the first day of each Renewal Term.
Presented by: Decius Aaron, Public Works Director
Mr. Aaron noted staff researched with other municipalities to find out their rental fees for their storage tanks with no success in gathering information from the municipalities or provider; noted currently paying \$3,500/month on the water tower and suggests the city to make counteroffer for a higher fee; noted a meeting with vendor and City Manager to discuss the counteroffer.

Mr. Gardiner, City Manager suggested a fee up to \$5,000.

Councilman Alexander motioned to Table and authorized the City Manager to negotiate fee up to \$5,000: Second by Councilwoman Gantt. The motion passed 4-0-1 (Mayor Pro Tem Barber Abstained).

NEW BUSINESS

4. Council consideration to approve the Youth Council's use of the Merle Manders Conference Center's lower level to allow the Youth Council to hold its SYC Retreat either on February 24, 2023, or March 4, 2023, from 8 am-5 pm.
Presented by: Dr. Renee Gourdine, Youth Council Advisory Chair
Dr. Gourdine noted the Youth Council Advisory Committee (YCAC) and Youth Council (YC) holds an annual retreat for new and old members. Dr. Gourdine noted the retreat will allow all members to get familiar with the By-laws, Code of Conduct, and team build; noted two dates have been proposed, but would rather

have the retreat on February 24, 2023 at the lower level of the Merle Manders Conference Center.

Mayor Ford noted how well the Youth Council conducted themselves at the Georgia Cities United Conference.

Councilwoman Gantt motioned to approve use of the Merle Manders Conference Center Lower Level for a Youth Council Retreat February 24, 2023: Second by Councilman Alexander. The motion passed 5-0.

5. Council consideration to approve the award of the fixed contract to the lowest responsive, responsible bidder, Ferguson Enterprises LLC DBA, Ferguson Waterworks, Invitation to Bid (ITB) Number 2022-0018, for the City of Stockbridge 2021 Water Service Line Replacements- Materials, in the total amount of \$102,512.98. The funding source is from SPLOST V.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted staff is requesting approval to conduct a water service line project and noted issues within the Willow Springs Subdivision; noted the developer used substandard service line materials when it was initially installed and staff bid out the project, but it was expensive; and noted staff decided to purchase the material and bid out the labor portion of the project.

Councilwoman Gantt motioned to approve the award of the fixed contract to the lowest responsive, responsible bidder, Ferguson Enterprises LLC DBA, Ferguson Waterworks, Invitation to Bid (ITB) Number 2022-0018, for the City of Stockbridge 2021 Water Service Line Replacements- Materials, in the total amount of \$102,512.98: Second by Mayor Pro Tem Barber. The motion passed 5-0.

6. Council consideration to approve amended list of roadways for use of speed detection devices.

Presented by: Glenn Kalish, Police Major

Major Kalish noted staff is seeking approval of the amended list of roadways approved April 26, 2022 with Resolution R22-1451, noting the new annexation has increased the list.

Mayor Pro Tem Barber noted not seeing Valley Hill Road on the List.

Major Kalish noted the Department of Transportation will approve based on site visibility and grade; only a small portion and anything not over 500 feet of visibility will not be approved.

Councilwoman Gantt motioned to approve amended list of roadways for use of speed detection devices: Second by Mayor Pro Tem Barber. The motion passed 5-0.

7. Council consideration to approve Tasers and Body Worn Cameras. The cost of the purchase of (10) additional Tasers is \$36,000 and the cost of the purchase of (10) additional Body Worn Cameras is \$30, 820. The total cost of items is \$66, 820. The city has approved these items as part of the 2023 Capital Improvement Plan Budget for the Police Department.

Presented by: Glenn Kalish, Police Major

Major Kalish noted due to the newly annexed residents, the Police Department will be hiring ten (10) additional officers through the Department of Justice grant funding; noted seeking approval for the tasers and body worn cameras.

Mayor Pro Tem Barber motioned to approve Tasers and Body Worn Cameras. The cost of the purchase of (10) additional Tasers is \$36,000 and the cost of the purchase of (10) additional Body Worn Cameras is \$30, 820. The total cost of items is \$66, 820: Second by Councilman Alexander. The motion passed 5-0.

8. Council consideration to approve the purchase of 11 portable two-way radios for the City of Stockbridge Police Department. The cost of the purchase of eleven (11) additional portable radios is \$68,345.75. The city has approved these as part of the 2023 Capital Budget.

Presented by: Glenn Kalish, Police Major

Major Kalish noted staff is seeking to approve the purchase of 11 portable two-way radios for the City of Stockbridge Police Department in the amount of \$68,345.75.

Councilman Blount motioned to approve the purchase of 11 portable two-way radios for the City of Stockbridge Police Department. The cost of the purchase of eleven (11) additional portable radios is \$68,345.75: Second by Councilwoman Gantt. The motion passed 5-0.

9. Council consideration to approve the purchase of 12 police vehicles for the City of Stockbridge Police Department under Georgia State Contract #99999-001-SPD0000183-0006. The city has approved a capital expenditure of \$794,000 for police vehicles and associated emergency equipment in the 2023 City budget.

Presented by: Frank Trammer, Police Chief

Chief Trammer noted a modification to the original proposal of \$752,816; noted the police radios were not included in original proposal amount; and noted the radios are \$5,546.17/ each for a total of \$38,827 which increases the amount from \$752,816 to \$791,643 and is under the approved amount in Capital Budget for Procurement.

Councilman Alexander asked the Police Chief to look into purchasing green, environmentally friendly vehicles and asked if any Electrical Vehicles have been purchased.

Chief Trammer noted only a few public safety vehicles are on the market such as the Mustang Mach-E.

Mayor Pro Tem Barber motioned to approve in the amount of 791,643: Second by Councilman Alexander. The motion passed 5-0.

10. Council consideration to appoint members to the Youth Council Advisory Committee.

Presented by: City Attorney

Councilwoman Gantt motioned to appoint: Thomas Smith and Deyonna Williams for a 2-year term to expire 12/31/2024: Second by Councilman Blount. The motion passed 5-0.

11. Council consideration to appoint member to the Stockbridge Downtown Development Authority.

Presented by: City Attorney

Councilman Alexander motioned to appoint: Robert Anderson to fill an unexpired term through 12/31/2023: Second by Councilman Blount. The motion passed 5-0.

DISCUSSION

12. Council discussion on the condition of East Atlanta Road, Mt. Zion Parkway, Old Conyers Road, Spivey Road, and Walt Stephens Road.

Presented by: Decius Aaron, Public Works Director

Mr. Aaron noted for the record Rock Quarry Rd and North Henry Blvd have received several complaints on the conditions and noted they are in the process of repairing both streets once G-DOT issues the permits; noted staff has received several calls and complaints about the pot holes on several streets, in which some were not identified due to them not being a part of the city at that time; and noted patching is no longer working.

Mayor Ford inquired on prioritizing the roads and if they would be totally repaved and using Local Maintenance and Improvement Grant (LMIG).

Mr. Aaron noted upon approval, it would be bided out as a separate project outside of LMIG for repair.

Councilwoman Gantt inquired on how to make those streets a priority.

Mr. Aaron noted the County did not have a resurfacing program like the city and certain streets within the city limits were maintained by the County.

Councilman Alexander motioned to task the City Manager and Public Works staff to meet with County officials to discuss the condition of roads that were recently annexed into the City of Stockbridge effective January 1, 2023 due to the passage of Annexation Referendum (Senate Bill 612). Streets included in the discussion should include East Atlanta Road, Mt. Zion Parkway, Old Conyers Road, Spivey Road, Walt Stephens Rd., and North Henry Blvd. @ Rock Quarry Rd. Staff notes the roads have been neglected for quite some time and need repairs and resurfacing: Second by Councilman Blount. The motion passed 5-0.

PRESENTATION

13. The Georgia National Hispanic Heritage Alliance Organization (GNHHA)
HispaniFest Request for May 28, 2023.
This item was removed from the Agenda.

NEW BUSINESS (continued)

14. Council consideration to approve a Resolution requesting the Henry County State Legislature and Congressional Delegation assist to identify and assist with securing state and federal funding for the Cultural Arts Center
Presented by: Jeremy Berry, City Attorney
Councilman Thomas noted some members of Council met with members of the Henry County Delegation and Senator Emmanuel Jones with a request to assist the City in identifying grants that could be used for funding the Cultural Arts facility.

Attorney Berry noted the Resolution is to ask the State Legislative Delegation and Federal Congressional Delegation to identify federal and state sources funding that could be used for the Cultural Arts Center.

Councilman Thomas motioned to approve: Second by Councilwoman Gantt. There was no vote called.

Mayor Pro Tem Barber suggested the Governing Body also seek assistance from the Congressional Delegation to also seek funding for a Youth and Senior Center.

Councilman Thomas motioned to approve with the addition of a 2nd Resolution requesting assistance from the Congressional Delegation to identify and assist with securing federal funding for the Cultural Arts Center and for the Youth and Senior Center: Second by Mayor Pro Tem Barber. The motion passed 5-0.

15. Briefing and Update on the Candler Road Development
Presented by: Jeremy Berry, City Attorney
Attorney Berry noted the item is under legal review and noted the Mayor & Council will receive a substantive report upon completion of the review.

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- Main Street Advisory Board Meeting 2nd Friday of each month at 9:00 a.m. - City Hall Levi Meeting Room (Feb 10)
- City Council Meeting, 2nd Monday of each month at 6:00 p.m. – City Hall Council Chamber (Feb 13)
- Youth Council Meeting, 6:30 p.m. - 2nd Monday of each month - City Hall Levi Meeting Room - City Hall (Feb 13)
- Citywide Development Authority Meeting, 2nd Tuesday of each month 6:00 p.m. - City Hall Levi Meeting Room (Feb 14)
- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Feb 21)

- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Levi Meeting Room - City Hall (Feb 21)
- Planning Commission Meeting, 6:30 p.m. - City Hall Council Chamber 4th Thursday of each month– (Feb 23)
- City Council Work Session Meeting, Last Tuesday of each month at 6:00 p.m. – City Hall Council Chamber (Feb 28)

UPCOMING CITY EVENTS/INITIATIVES

- Bingo is Back! Join Councilman Blount on Wednesday, February 22nd. More information to follow. Please contact Rosalynd Rawls at 678-833-3348 for more information.
- SAVE THE DATE! Join Councilman Thomas for the 12th Annual African American Heritage Celebration, Tribute to Sororities and Fraternities and their contributions to the community, Saturday, February 25th. More details to follow.
- Please join Mayor Ford for his monthly “Meet the Mayor” on Monday, February 27th from 10:00 a.m. – noon. Please contact Rosalynd Rawls to schedule an in-person appointment: or call 678-833-3348.
- SAVE THE DATE! Join Councilman Alexander for the Annual Women’s History Month Celebration, Sunday, March 5th at the Merle Manders Conference Center. More details to follow.
- A Continuous Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: Rosalynd Rawls at rrawls@cityofstockbridge-ga.gov Thank you for your service!

MAYOR'S COMMENTS (Mayor Anthony Ford)

Mayor Ford noted we are still in a pandemic and encouraged everyone to get COVID vaccinations and boosters and flu shots throughout the county and at the Henry County Health Department Monday – Friday 9am – 11:30am and 1pm – 2:30pm; noted COVID testing was available at Red Hawk Field Monday, Wednesday and Friday from 9am – 3pm; referenced the city’s Police Department recognitions and promotions ceremony along with three new officers taking the Oath of Office; Life Saving Award recognitions of four officers and (5) officers promoted to Sr. Officers, (2) officers promoted to Detective, (3) officers promoted to Corporal, (5) officers promoted to Sergeant and (4) officers promoted to Lieutenant; noted the city officials recently attended the Georgia Municipal Association Cities United Summit and completed training and visited the State Capitol to meet with local legislatures; commended the city’s Youth Council on attending the Youth Conference of the Summit and learning about the legislative process.

Councilman Alexander noted Chief Trammer announced a 65% reduction of crime since the startup of the City’s Police Department.

Mayor Pro Tem Barber motioned to adjourn: Second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk

Anthony S. Ford, Mayor



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 13, 2023

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☒ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

John Wiggins

DEPARTMENT:

Finance

ITEM/PROJECT/EVENT:

Council consideration to approve the OpenGov (Carahsoft) Budgeting & Planning platform under the State of Georgia Contract 99999-SPD-T20190814-0001 for a 3 year term for \$173,700.08.

BACKGROUND INFORMATION:

OpenGov is a Budgeting & Planning and Reporting & Transparency Platform.
3 Year Term
Year 1 = \$92,288.94 General Fund
Year 2 = \$40,705.57 General Fund
Year 3 = \$40,705.57 General Fund

APPROVALS: CITY MANAGER

CITY TREASURER John Wiggins

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$
\$173,700.08

ATTACHMENTS:

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: John Wiggins
City of Stockbridge, GA
4640 N Henry Blvd
Stockbridge, GA 30281 USA

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: jwiggins@cityofstockbridge-ga.gov

EMAIL: Heather.Castellanos@carahsoft.com

PHONE:

PHONE: (571) 662-3750 FAX:

TERMS: Contract Number: 99999-SPD-T20190814-0001
NASPO Master Contract Number: AR2472
Contract Term: 08/14/2019 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 36809190
QUOTE DATE: 11/23/2022
QUOTE EXPIRES: 12/23/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$173,700.08

TOTAL QUOTE: \$173,700.08

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y Start Date: 12/01/2022 End Date: 11/30/2023	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57 COOP	1	\$40,705.57
2	OG-PSBG-B6080M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$60-80 Million - 0Y OpenGov, Inc. - OG-PSBG-B6080M-OT-0Y Start Date: 12/01/2022 End Date: 11/30/2023	LIST: \$240.00 CONTR: \$237.60	\$215.83 COOP	239	\$51,583.37
Base Year 1 SUBTOTAL:						\$92,288.94
Year 2						
3	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y Start Date: 12/01/2023 End Date: 11/30/2024	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57 COOP	1	\$40,705.57
Year 2 SUBTOTAL:						\$40,705.57
Year 3						
4	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y Start Date: 12/01/2024 End Date: 11/30/2025	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57 COOP	1	\$40,705.57
Year 3 SUBTOTAL:						\$40,705.57
SUBTOTAL:						\$173,700.08
TOTAL PRICE:						\$173,700.08
TOTAL QUOTE:						\$173,700.08

Base Year 1 Subscription Term + Professional Services- \$92,288.94
Period of Performance: 12/01/2022-11/30/2023

Year 2 Subscription Term- \$40,705.57
Period of Performance: 12/01/2023-11/30/24

Year 3 Subscription Term- \$40,705.57
Period of Performance: 12/01/24-11/30/2025

OpenGov Quote Terms:

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance

CONFIDENTIAL
PAGE 1

QUOTE DATE: 11/23/2022
QUOTE NO: 36809190

CITY OF STOCKBRIDGE CONTRACT FOR CLOUD SOLUTIONS

THIS AGREEMENT made and entered into this _____ day of February, 2023 by and between the City of Stockbridge (hereinafter "City"), a Georgia municipal corporation, and Carahsoft Technology Corporation, (hereinafter "Contractor").

RECITALS

WHEREAS, the State of Georgia, through the NASPO ValuePoint Cooperative Purchasing Organization, solicited proposals for the provision of certain Cloud Solutions; and

WHEREAS, the State of Georgia, after completing a competitive public contracting process through NASPO (Base Contract Number AR2472), awarded a contract to Contractor (Georgia contract number 99999-SPD-T20190814-0001); and

WHEREAS, the City of Stockbridge desires to utilize the State of Georgia contract number 99999-SPD-T20190814-0001 with Contractor; and

WHEREAS, the City is authorized, pursuant to the City of Stockbridge's Charter, to piggyback off of contracts, such as the contract between the State of Georgia and Contractor, that were entered into in accordance with a solicitation process that is at least as vigorous as that of the City of Stockbridge; and

NOW, THEREFORE, the City and the Contractor, each through their authorized representative/official, agree as follows:

1. The City desires to enter into a Contract, under the same provisions as set forth in the contract between the State of Georgia and Contractor pursuant to Contract No. 99999-SPD-T20190814-0001 as modified by this Agreement.

2. The City has reviewed the contract between the State of Georgia and Contractor and agrees to the provisions of that contract, including to the fair and reasonableness of the pricing. Contractor hereby agrees to provide such goods and/or services under the same price(s), terms and conditions as found in the solicitation documents, the response to the solicitation, and the agreement/Contract and/or the Award, pertinent copies of which are attached hereto as **Attachment A** and made a part hereof by reference, and any modifications of such contract with State of Georgia (only as modified herein).

3. All references in the contract between the State of Georgia and Contractor, shall be assumed to pertain to, and are binding upon Contractor and the City of Stockbridge. All decisions that are to be made on behalf of the State of Georgia as set forth in the contract between the State of Georgia and the Contractor, shall all be made by the City Manager for the City of Stockbridge. Notwithstanding anything contained in the State of Georgia Contract No. 99999-SPD-T20190814-0001 and any subsequent Amendments

to the contrary, this Agreement shall be governed by the laws of the State of Georgia, and venue for all dispute resolutions or litigation shall be in Henry County, Georgia.

4. Term. The term of the contract, including all extensions authorized by the contract shall not exceed the length of Contractor's contract with the State of Georgia.

5. Scope of Goods and Services. The scope of goods and/or services (which may hereinafter be referred to as the "Work") are set forth in Attachments A and B. The Contractor has agreed to deliver the goods, if any, and perform the services, if any, in a workman like manner and in accordance with all state, county and City laws, at the locations, if any, designated by the City. All of the goods and/or services reflected in Attachment A shall, unless otherwise stated in Attachment A or B, be delivered and/or commenced immediately upon the execution of this Agreement.

6. Contract Price. The contract price for the goods and/or services is set forth in the attached Attachment B. If not otherwise set forth in the contract between the State of Georgia and the Contractor, the Contractor shall be paid upon delivery of all the goods, if any, the completion of all the services, if any, and after final inspection and approval, by the City, that approves of the goods delivered, if any, and the services performed, if any.

7. Precedence. To the extent the term, provisions and conditions of this Agreement differ from those in the contract between Contractor and the State of Georgia, the term, provisions and conditions of this Agreement shall take precedence over the terms of the contract between Contractor and the State of Georgia.

8. Public Records: Contractor and all of its subcontractors are required to comply with the Open Records Act, O.C.G.A. § 50-18-70 *et. seq.*, while providing goods and/or services on behalf of the City.

9. Validity of Executed Copies: This Agreement may be executed in several counterparts, each of which may be construed as an original.

10. Notice: All notices to the City shall be sent to:

City Manager
4640 North Henry Boulevard
Stockbridge, GA 30281

11. Attorneys' Fees and Costs: In the event of any litigation between the parties arising out of or relating in any way to this Agreement or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall prevent or prohibit the right to be indemnified for any attorney fees incurred in the defense of an action by a person or entity who is not a party to this Agreement.

12. Indemnification: Notwithstanding anything contained in the contract between Contractor and the State of Georgia to the contrary, the City does not waive its sovereign immunity granted under Georgia law, and the City's tort liability shall be accordingly limited.

13. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and as the duly authorized act of the parties, the undersigned representatives of the parties hereto have caused this instrument to be signed in their respective names by their proper officials on or before the day and year first above written.

CARAHSOFT TECHNOLOGY CORPORATION

By: Kristina Smith

Name: Kristina Smith

Title: Director of Contracts

Date: 02/08/2023

CITY OF STOCKBRIDGE, GEORGIA:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

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

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

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

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value Added Services

Maintenance Services

Professional Services

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

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Partner Services

Training Deployment Services

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

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

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

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

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subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0001 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.

3. NON-EXCLUSIVE CONTRACT

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

4. PRIMARY CONTACTS

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

Contractor

Name:	Bethany Blackwell
Address:	11493 Sunset Hills Rd., Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@Carahsoft.com

PARTICIPATING ADDENDUM

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

5. PARTICIPATION

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

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

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

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

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

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

6. NO THIRD-PARTY BENEFICIARIES

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

7. ORDER OF PRECEDENCE

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

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

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

8. CHANGES IN CONTRACTOR REPRESENTATION

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

9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties

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and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

10. SUB-CONTRACTORS, PARTNERS, RESELLERS

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

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing and reflected in Appendix A.

11. RESELLER APPROVAL

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

- (i) Sales and Use Tax Form – Populated with Reseller information
- (ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
- (iii) E-Verify Form
- (iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the

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designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

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

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

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

12. PURCHASING PROCESS

(i) Statement of Need

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

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

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-
- d. Technical Requirements
 - e. Functional Requirements

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

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

(ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. The Proposal may include the following:

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

(iii) Orders

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

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0001 and the Master Agreement Number: AR2472 on all purchase orders issued to Contractor.

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

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

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

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

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

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

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

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

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

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

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13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

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

14. OWNERSHIP IN INTELLECTUAL PROPERTY

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

15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

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

(i) Termination for Cause

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

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

(ii) Termination for Convenience

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

(iii) Immediate Termination

- a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 17 of this Participating Addendum.

16. TERMINATION OF PARTICIPATING ADDENDUM

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

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

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

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

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of the Master Agreement and/or this Participating Addendum shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of the Master Agreement and/or this Participating Addendum, the terms and conditions of this Participating Addendum and the Master Agreement, as well as any SLAs, will remain in effect until the agreement is terminated. No new leases, maintenance or other agreements for services may be executed after the Master Agreement and/or this Participating Addendum has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

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

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17. INDEMNIFICATION

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

The limit of liability shall be as follows:

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

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And

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

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

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

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

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

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data that is personal information of individuals. The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than forty-eight (48) hours following discovery of the breach of any unauthorized access of data.

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

19. The following paragraph is added to Exhibits 1, 2, and 3 of the Master Agreement as a new paragraph 5(c) for each Exhibit:

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others; (3) a credit monitoring service; (4) a website or a toll-free number and call center for affected individuals; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

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

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

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

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

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

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

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

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

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

- (iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.

- (iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

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

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

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

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

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

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

21. PUBLIC RECORDS

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

20. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract

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attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

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

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

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

Policy shall include bodily, property damage and broad form contractual liability coverage.	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

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	General Aggregate Limit	\$2,000,000
	Products/Completed Ops. Aggregate Limit	\$2,000,000
3)	Automobile Liability Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract	
	Combined Single Limit	\$1,000,000
4)	Errors and Omissions Limit	\$2,000,000
5)	Commercial Umbrella Limit	\$2,000,000.

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

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0001. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

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21. INDIVIDUAL CUSTOMER

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

22. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

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

23. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and

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shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

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

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

24. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

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

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appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

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

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

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the

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Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

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

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

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

(iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

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

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$
$$X / 365 \text{ (366 for leap years)} = Y$$
$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an

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overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

25. QUARTERLY BUSINESS REVIEW MEETINGS

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

26. COMPLIANCE WITH THE LAW

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

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terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

27. CERTIFICATION REGARDING SALES AND USE TAX

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

28. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

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

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

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

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

29. ASSIGNMENT

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

30. AMENDMENT

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

31. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

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Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on the contract.

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

Contractor: Carahsoft Technology Corporation	Participating Entity: Georgia Department of Administrative Services
Signature: <i>Kristina Smith</i>	Signature: <i>L. E</i>
Name: Kristina Smith	Name: Lisa Eason
Title: Director of Contracts	Title: Deputy Commissioner, State Purchasing Division
Date: 08/12/2019	Date: <i>8-14-19</i>

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: John Wiggins
 City of Stockbridge, GA
 4640 N Henry Blvd
 Stockbridge, GA 30281 USA

FROM: Heather Castellanos
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: jwiggins@cityofstockbridge-ga.gov

EMAIL: Heather.Castellanos@carahsoft.com

PHONE:

PHONE: (571) 662-3750

FAX:

TERMS: Contract Number: 99999-SPD-T20190814-0001
 NASPO Master Contract Number: AR2472
 Contract Term: 08/14/2019 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 36809190
QUOTE DATE: 11/23/2022
QUOTE EXPIRES: 03/05/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$173,700.08

TOTAL QUOTE: \$173,700.08

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
BASE YEAR 1						
1	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57	COOP 1	\$40,705.57
2	OG-PSBG-B6080M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$60-80 Million - 0Y OpenGov, Inc. - OG-PSBG-B6080M-OT-0Y	LIST: \$275.00 CONTR: \$272.25	\$215.83	COOP 239	\$51,583.37
BASE YEAR 1 SUBTOTAL:						\$92,288.94
YEAR 2						
3	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57	COOP 1	\$40,705.57
YEAR 2 SUBTOTAL:						\$40,705.57
YEAR 3						
4	OG-SWBA-B6080M-AR-3Y-491	Budgeting and Planning - Between \$60-80 Million - 3Y OpenGov, Inc. - OG-SWBA-B6080M-AR-3Y	LIST: \$56,574.00 CONTR: \$56,008.26	\$40,705.57	COOP 1	\$40,705.57
YEAR 3 SUBTOTAL:						\$40,705.57
SUBTOTAL:						\$173,700.08

PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$173,700.08
				TOTAL QUOTE:		\$173,700.08

Billing Frequency: Annually in Advance

Base Year 1 Subscription Term + Professional Services- \$92,288.94
Period of Performance:

Year 2 Subscription Term- \$40,705.57
Period of Performance:

Year 3 Subscription Term- \$40,705.57
Period of Performance:

OpenGov Quote Terms:

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-T20190814-0001	NIGP Code	92005
Name of Contract	Cloud Solutions and Services		
Effective Date	August 14, 2019	Expiration Date	September 15, 2026
Convenience Contract			
Contract Table of Contents:			
Contract Information for Supplier			Page Number
<u>Carahsoft Technology Corporation</u>			2
Additional Contract Information:			
<u>General Contract Information</u>			3-5
<u>DOAS Contact Information</u>			6



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-T20190814-0001
PeopleSoft Supplier Number	0000291583
Supplier Name & Address	
Carahsoft Technology Corporation 11493 Sunset Hills Rd, Suite 100 Reston, Virginia 20190	
Contract Administrator	
David Marshall-Pinko State & Local Manager Contracts david.marshall-pinko@carahsoft.com 703-581-6728	
Contact Details	
Ordering Information	COLBY BENDER Team Lead Contracts Team Colby.Bender@Carahsoft.com 703-889-9878
Remitting Information	Carahsoft Technology Corporation 11493 Sunset Hills Rd, Suite 100 Reston, Virginia 20190
Discounts	See Supplier Pricing 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

The objective of the Cloud Solutions and Services Statewide Contract is to provide Georgia access to technical capabilities in cloud environments consistent with the NIST (National Institute of Standards and Technology) essential characteristics. Categories in scope are the three NIST Cloud Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

Georgia has elected to utilize the NASPO ValuePoint Cloud Solutions Master Agreement, through the execution of a Participating Addendum. The Participating Addendum (Cloud Solutions and Services Statewide Contract) features cloud-based providers offering a menu of cloud solutions consistent with NIST, at best value and favorable pricing.

Awarded Services:

The Cloud Solutions and Services Statewide Contract will provide the State with numerous cloud choices. The contract offers companies of various types (Large Scale Consulting/Services, Distributors, OEMs, and Resellers).

Below is a list of services applicable to this contract:

- SaaS
- IaaS
- PaaS
- Value Added Services
- Additional Value-Added Services
 - Maintenance Services
 - Professional Services
 - Deployment Services
 - Consulting/Advisory Services
 - Architectural Design Services
 - Statement of Work Services



- Partner Services
- Training Deployment Services

The Cloud Solutions and Services Statewide contract will be presented as on-going and implemented in phases. Phase 1 features cloud-based service providers through Carahsoft, SHI, Smartronix and Unisys. Additional cloud-based providers and services will be added throughout the duration of this contract, based on Georgia's need and compliance.

Carahsoft serves as a cloud distributor for a variety of cloud-based providers. Cloud services may be obtained from the approved cloud-based providers listed in the attached Appendix A. All SaaS products offered under the Carahsoft Cloud Solutions agreement with NASPO are available for purchase under this PA. The most current product list can be found at <https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>. **See Appendix A for pre-negotiated IaaS and PaaS cloud providers.**

For your recommended Cloud Solutions and Services and best fit cloud-based provider, please check with your Carahsoft representative.

Note: Any documents presented by the cloud-based provider containing terms and conditions that are conflict with the terms and conditions of this contract or that contain terms and conditions beyond the scope of this contract are not binding on the parties.



Ordering Instructions:

Statewide Contract Number: 99999-SPD-T20190814-0001

Carahsoft International Corporation

How to Purchase

1. You may view the cloud-based provider's Service Catalog by accessing the most current product list at [https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/..](https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/)
2. See the attached **User Guide** template for additional information. You may use this template as a helpful guide.
3. The Purchasing Entity will work with Carahsoft and the cloud-based provider to obtain the best Cloud Solutions and Services. See the attached **Statement of Need (SON)** Sample Template.
4. Carahsoft will provide the Purchasing Entity with a Proposal addressing the requested Cloud Solutions and Services. The Proposal will include pricing. The Purchasing Entity may also review a **Price List** of general services. See the attached Price List.
5. You may order products by contacting Carahsoft directly or by contacting the cloud-based provider.
6. State entities must place a Purchase Order prior to acquiring services. Purchase Orders must reflect Carahsoft and contract number.
7. Payments are to be remitted to Carahsoft referencing the contract number.

How to Pay:

The items on this contract should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program manager at cardprograms@doas.ga.gov.



For detailed P-card Information, click [here](#) to visit the State's P-card website.

DOAS Contact Information

Tetchjan Simpson

IT and Professional Services
tetchjan.simpson@doas.ga.gov
(404) 657-4248

Donnie Treadway

Contract Management Specialist
donnie.treadway@doas.ga.gov
(404) 463-0824

For Team Georgia Marketplace questions

Procurement Help Desk

(404) 657-6000
procurementhelp@doas.ga.gov



OpenGov and The City of Stockbridge GA

Project Plan Letter and Partnership
Investment Summary



Brice Percynski
GA Account Executive
bpercynski@opengov.com

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Fredrick Gardner
City Manager
Stockbridge, GA
4640 North Henry Boulevard
Stockbridge, GA 30281

RE: Project Plan Letter for Budgeting & Planning Software

Dear Fredrick,

On behalf of OpenGov, we are thrilled about the opportunity to partner with the City of Stockbridge by proposing Budgeting & Planning, the industry's only modern, full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. We truly value your careful consideration in reviewing the project plan letter we have prepared for you.

In the following pages, we are pleased to inform you of our product offerings that we believe will exceed your expectations in implementing a cloud-based integrated solution suite for the City of Stockbridge operating budget, capital planning, workforce planning, online budget book, and reporting needs. Trusted by hundreds of forward-thinking governments, OpenGov Budgeting & Planning is the most collaborative solution for budget process automation, personnel cost forecasting, managerial reporting, and public transparency on the market.

OpenGov has partnered with many other municipal governments that are also in the midst of establishing a new plan and vision for their communities. As a true partner, OpenGov enables municipalities like the City of Stockbridge to build trust in their communities by communicating initiatives and progress clearly while fostering better engagement. OpenGov has a strong presence in the State of Georgia, partnering with many governments such as the City of Griffin, the City of Decatur, the City of Austell, the City of Savannah, Rockdale County, Cobb County, Coweta County, Bulloch County, GA Department of Juvenile Justice, and the Department of Education.

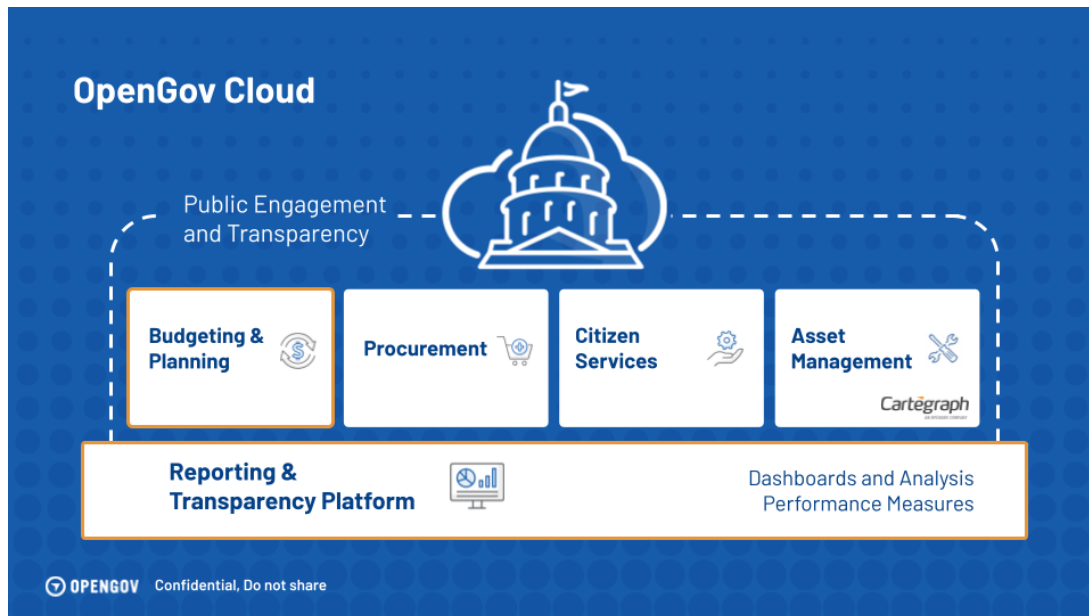
We are on a mission to power a more effective and accountable government, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind the City of Stockbridge to ensure this engagement exceeds expectations. I look forward to meeting with you and your team very soon.

Sincerely,

Brice Percynski
Account Executive
bpercynski@opengov.com
770-356-8530

Executive Summary

OpenGov is proposing **OpenGov Budgeting & Planning**, and the **Reporting & Transparency Platform** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



OpenGov Budgeting & Planning is the only modern, full-featured cloud budgeting software designed to meet the unique needs of public sector planning and analysis. Trusted by hundreds of forward-thinking governments, Budgeting & Planning is the industry's most collaborative solution for budget process automation, personnel cost forecasting, managerial reporting, and public feedback — driving more effective planning and strengthening stakeholder trust.

The Reporting & Transparency Platform powers the OpenGov Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. The Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision-making.

Why OpenGov?

The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

A trusted partner.

More than [1,600 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

Trusted by Leading Governments



City of Minneapolis, MN



Pasco County, FL



Dallas County, TX



City of Irvine, CA



City of York, PA



City of Savannah, GA



City of Tampa, FL



Union County, OH

Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: “Software as a Service”) are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

✓ Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

All Cloud’s aren’t Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren’t designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Built in the era of consumer software, eliminates the nuances and complexities that only “power users” can understand
- **Fast and Configurable** - Can be deployed quickly providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement** - Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure** - Modern applications take advantage of the leading cloud service providers (like [Amazon Web Services](#)) to ensure your mission-critical systems are resilient
- **100% Hassle-Free** - Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage.



“We thought we knew the benefits of having a web-based platform, but during the pandemic, we realized how absolutely crucial it is, from report sharing to book building.”

Christen Sullivan, Senior Budget Analyst | Harford County, MD

OpenGov Budgeting & Planning

Modernize your budget and align spending to strategic outcomes.

Manage an Accurate, Outcome-Focused Budget Process

Streamline and unify your end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes. Then, through [Reporting & Transparency](#), add context to your results and share internally and externally for better collaboration.



“The major successes for us are the [transparency and efficiency in creating our budget](#), and especially using OpenGov tools to have the budget book prepared for us seamlessly, so we're excited about that.”

Lenora Reid

Deputy Chief Admin Officer | City of Richmond, VA



Collaborate More Effectively. Collaborate across departments by sending and receiving budget proposals, tracking performance on strategic objectives, commenting on key reports, and sharing your outcomes with colleagues.



Improve Decision Making. Gain the context you need for budget decisions and the information you need to manage performance. You can visualize trends and model the impact of proposed budget changes while you transform complex financial and performance data into actionable insights.



Save Time. Through a simple and intuitive user interface, you can see your budget, receive commentary from your team, and get your plans approved. Easily seed the budget by importing last year's actuals, then adjust, add, or compare proposal line items in real-time.

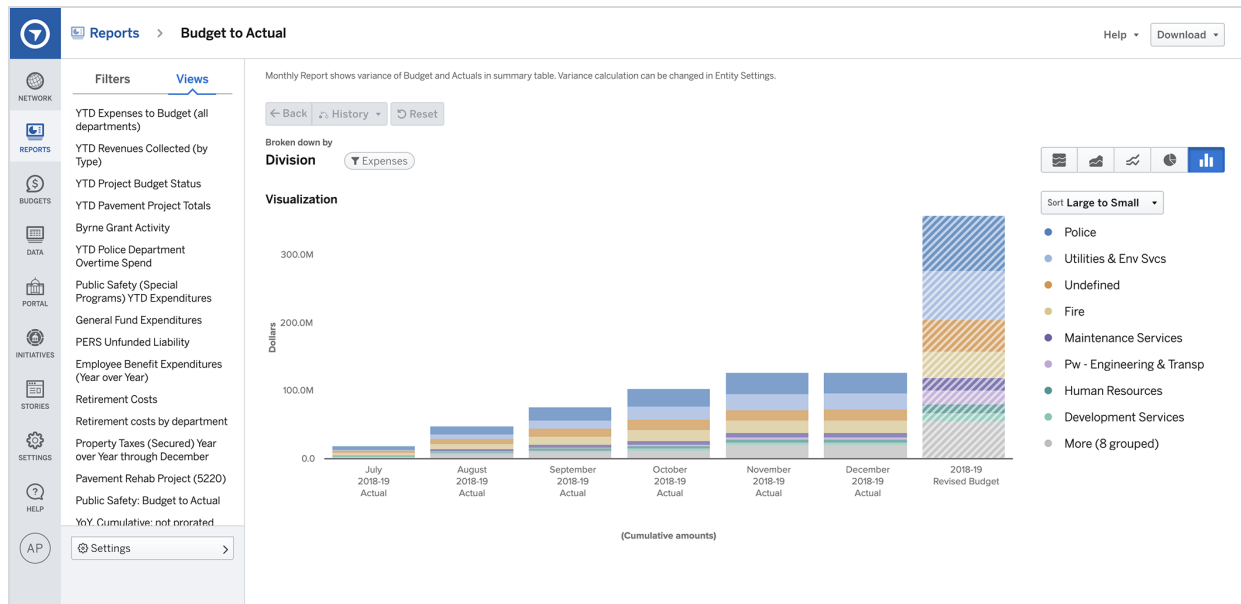
Budgeting & Planning Use Cases

- Collaborative budgeting
- Capital planning
- Online budget book publication
- Workforce calculation
- Budgetary reporting
- Financial projections
- Operating budgets
- What-if scenario analysis
- Strategic initiative tagging

Full-Featured Public Sector Budgeting

Enable maximum effectiveness for your budget and planning cycle from end-to-end, from near-term forecast adjustments to long-range capital initiatives.

- **Centralized, Automated Budgeting:** Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes
- **Workforce Planning:** Simplify planning for your most complex and important cost with scenario analysis, advanced calculations, and integrated budget requests
- **Capital Planning:** Forecast long-term capital expenditures, manage proposals, track performance, and easily keep stakeholders from various audiences informed of progress
- **Online Budget Book:** Publish a fully interactive, easily digestible [online budget book](#) that makes future publications vastly more repeatable



Government's Most Collaborative Budgeting & Planning Solution

OpenGov drives efficiency through heightened collaboration by centralizing your planning in an intuitive online solution, delivering breakthrough communication between offices and departments.

- Achieve **unprecedented alignment** around strategic priorities that comes from a real-time, singular source of truth
- Give your budget collaborators an **easy-to-use** system that reduces the back-and-forth of traditional processes
- **Controlled collaboration** is made simple through configurable administrative settings for user access and editing ability

Industry-Leading Reporting and Analysis

OpenGov Budgeting & Planning is built with a data-first foundation that provides out-of-the-box reporting & analysis capabilities for dashboards, managerial reporting, KPI tracking, scenario modeling, and data consolidation and sharing.

- Present **complex information that the public, elected officials, departments, and administration can understand** with at-a-glance insights and interactive dashboards
- **Reduce reporting bottlenecks** by freeing up your IT, finance, and other staff with centralized, self-serve reporting
- **Sharpen your focus on outcomes** by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations

Strengthen Public Trust with the Leading Transparency Platform

Build trust in your community by communicating initiatives and progress clearly while fostering better engagement through integrated tools to collect feedback and sentiment.

- **Publish interactive budget books online** to provide taxpayers with a better understanding of how dollars are impacting the community
- **Communicate initiatives effortlessly** with a simple drag-and-drop web-page builder and customizable themes that make it easy for citizens to digest key narratives
- **Run public meetings** and budget simulations with our Virtual Town Hall — complete with robust forms, surveys, and other tools for a compliant feedback process.
- **Deliver up-to-date financial and operational data with context** to keep the public informed of progress and fiscal health.

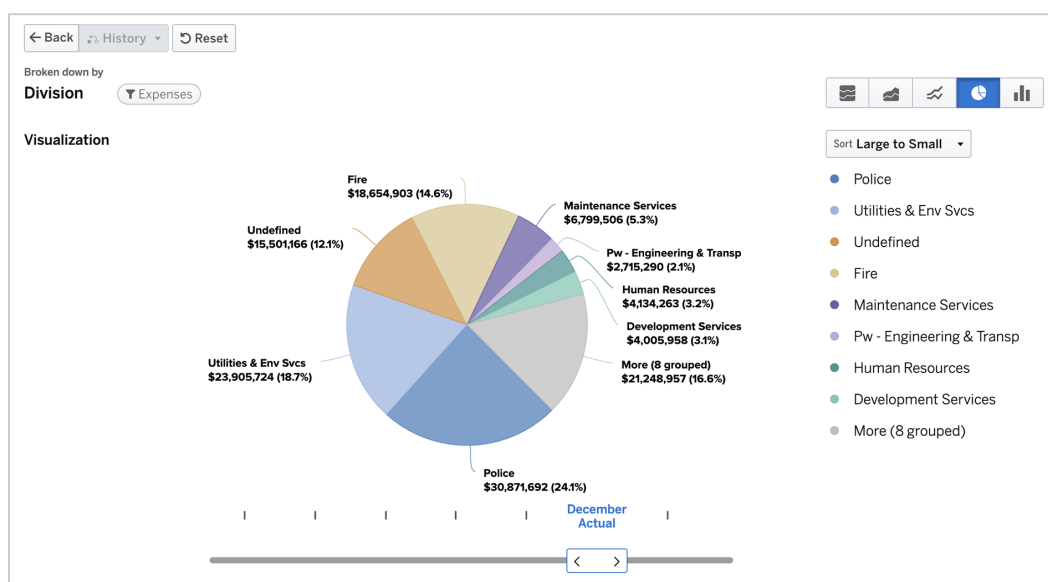
Key Features

Precisely calculate personnel costs through workforce planning.

Drive better salary projections, increase visibility into cost drivers, and reduce broad assumptions. You can calculate the fully burdened labor costs of an individual or [overall workforce](#), perform scenario analysis to inform negotiations and budget decisions, run vacancy reporting, compare actual positions to budgeted positions, and request new positions using accurate, updated costs.

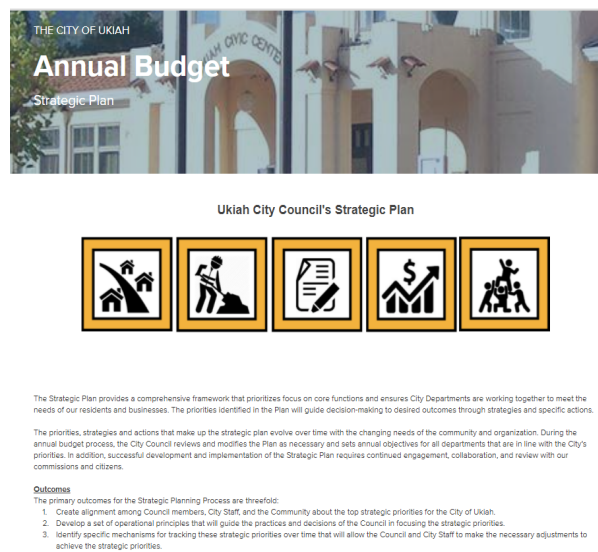
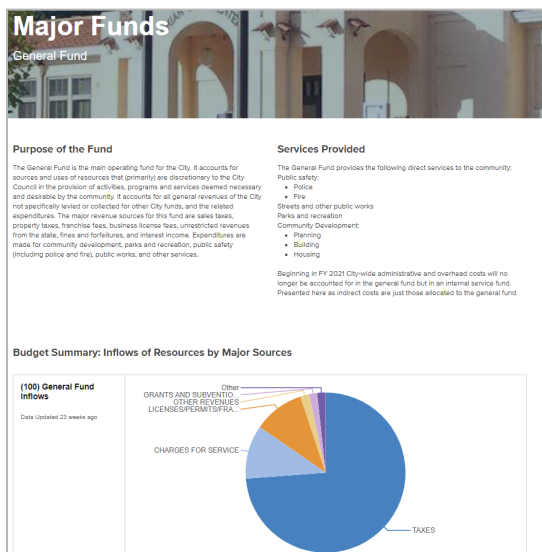
Forecast long-term expenditures for [capital planning initiatives](#).

Seamlessly harness the information your team needs to make educated decisions while providing a working blueprint for sustaining and improving your community's infrastructures. You can send and receive capital planning proposals, adjust proposal line items, track performance on projects, and comment on key reports. Then, easily create printable dashboards to streamline capital meetings.



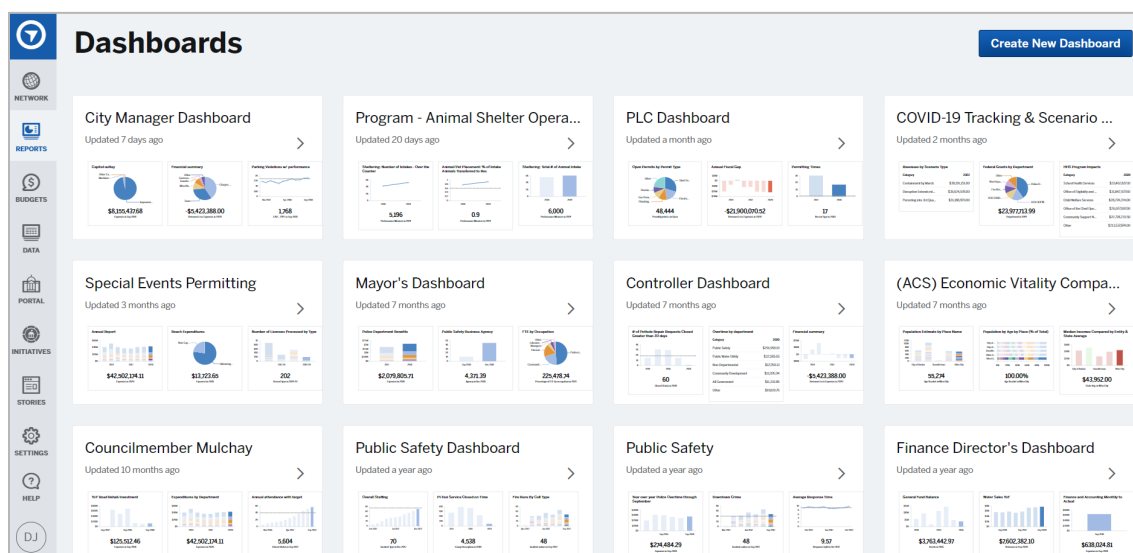
Simplify online budget book publication.

Establish a framework for building your online budget book faster and more accurately, making the process repeatable and scalable for future cycles.



Centralize dashboards onto a single Reporting & Transparency platform.

Powering OpenGov Budgeting & Planning is the Reporting & Transparency platform. Integrate and synchronize your financial and non-financial data with other data sources including your ERP. When any data point changes, all reports automatically update. You can go beyond seeing your outcomes and truly understand the reasoning behind performance with OpenGov's reporting platform. Then, add context to your outcomes and insights and share internally and externally.

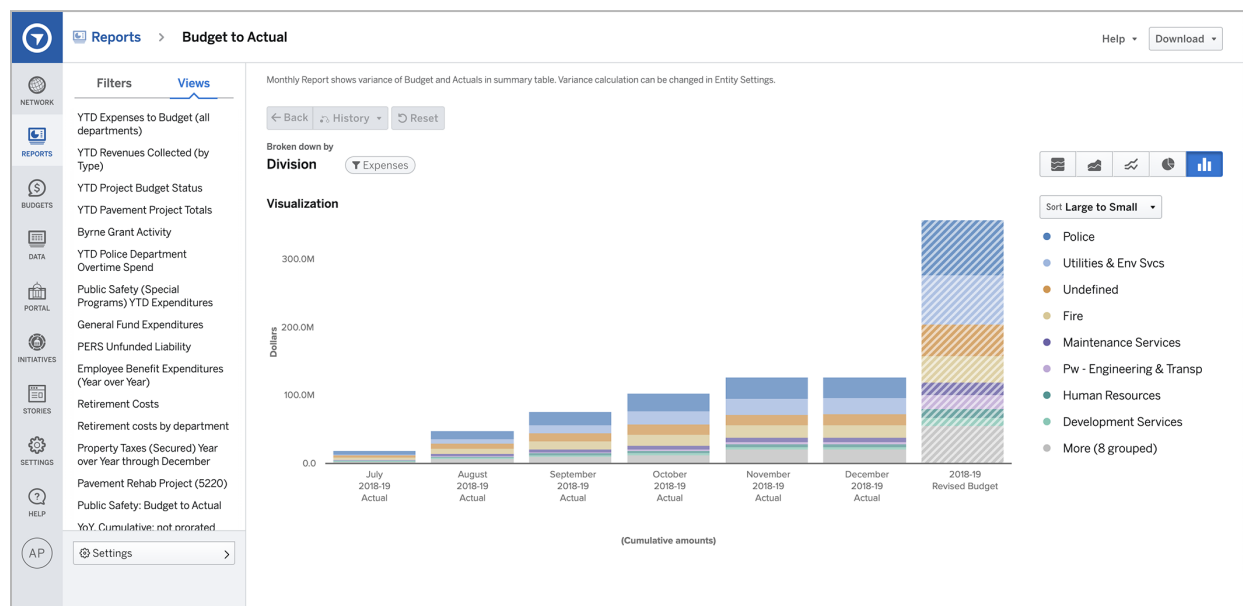


Reporting & Transparency Platform

Centralize reporting and align data with context for internal and external stakeholders

OpenGov Budgeting & Planning is powered by our robust **Reporting & Transparency Platform**.

Built with a data-first mindset, OpenGov's Reporting & Transparency Platform powers Budgeting & Planning with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, the Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



Reporting & Transparency Use Cases

- Interactive budget summary
- Community surveys
- Participatory budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

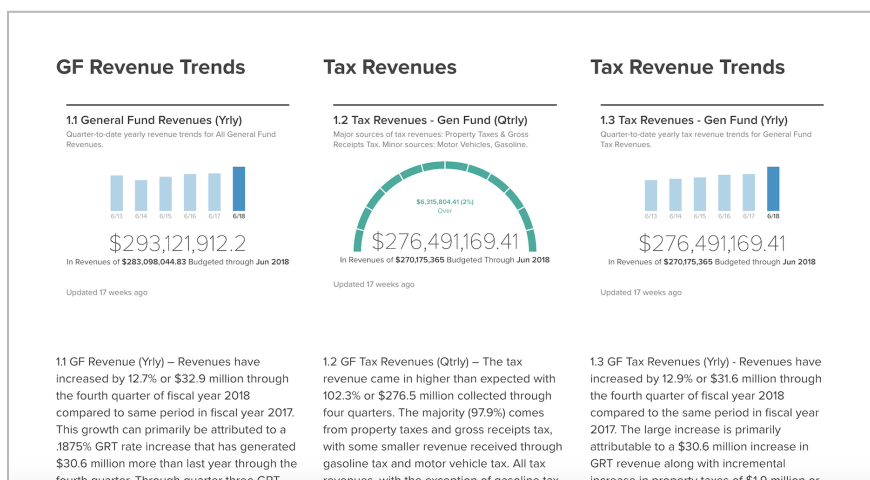


Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.

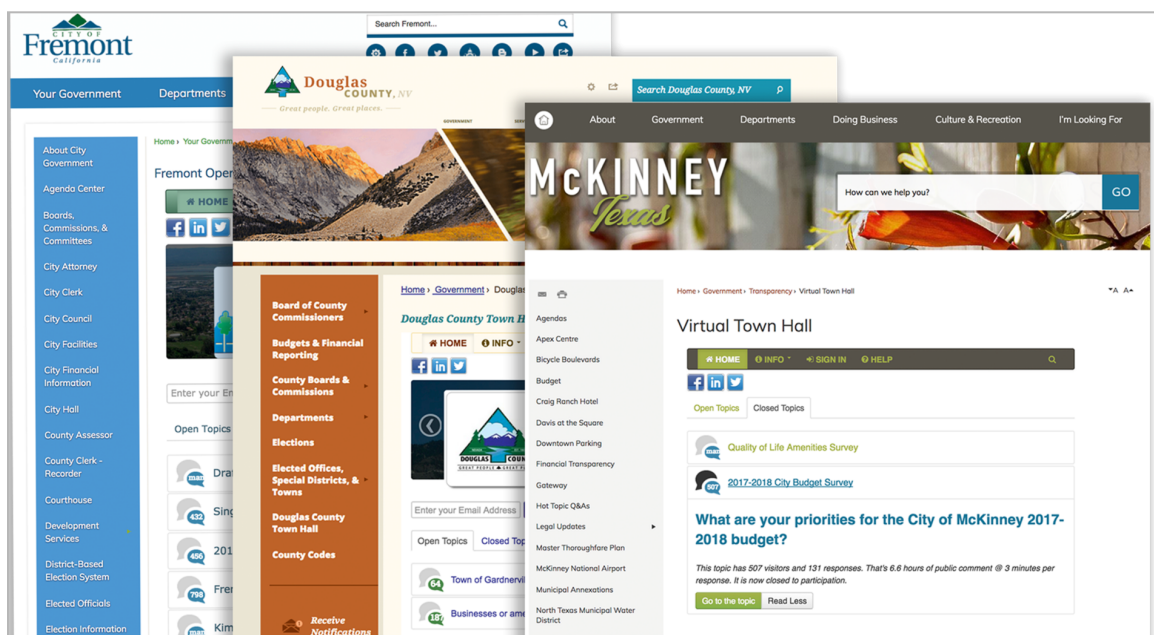


Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.



Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"OpenGov has absolutely [made us more proactive](#) in looking at data and attacking the data, instead of saying, 'It's too big.'"

Andrew McCreery

Finance Director | Township of Mt. Lebanon, PA

"[If it had not been for OpenGov](#), I'm not sure when we would have gotten the budget done."

Thomas Ray

Business Administrator | City of York, PA



Qualifications & Experience

[The OpenGov Team](#) has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



ZAC BOOKMAN
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



MONICA COOK
Senior Manager Solutions Engineering

Former HHS Researcher at the Public Policy Institute of California (PPIC)



CHARITY HOLMAN
Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



MIKE MCCANN
VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



ROBERTO RUIZ
Implementation Analyst

Former Senior Budget Analyst at Teacher Retirement System of Texas



SCOTT COBLE
Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



ARIANNA TUCKEY
Solutions Consultant

Former Supervisory Budget Analyst at the FBI



MARK WELCH
Manager, Solutions Architecture

Former Administrative Services Director at City of Ashland, Oregon



JAMIE CASTELLANOS
Integrations Engineer

Former Application Analyst at City of Berkeley, California



MICAH INTERMILL
Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



ALMIS UDRYS
Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



JENNIFER NORDIN
Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2021 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,600 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Budgeting & Planning to transform their communities...

Customer Stories

How Tampa is Transforming for Tomorrow with OpenGov

The City of Tampa was looking for software that would provide leadership with the real-time data they needed to make informed, transparent, and transformative decisions. With the implementation of OpenGov Budgeting & Planning, the City enabled a variety of capabilities to modernize its budgeting and financial processes, including:

- Reviewing, versioning, and approving department budget proposals from a single portal
- Building a printed or online budget book faster, while preserving institutional knowledge with access to historical records
- Providing staff and residents with critical budget information via powerful dashboards and data visualizations

With OpenGov, the City of Tampa transformed into a more effective and accountable government, empowered by connected data sources, better budget processes, and a greater foundation of trust between the City and its constituents.

For the full story, [click here](#) to watch how Tampa is for Transforming Tomorrow with OpenGov.



"Affordable homes, good paying jobs, reliable mass transit, and an overarching view of resiliency and sustainability – that's what OpenGov allows us to track."

Jane Castor

Mayor | City of Tampa, FL

Milpitas, CA, Moves from Incremental to Strategic Budgeting in Three Steps

Milpitas saved 100 hours of budget development time and identified \$4 million in personnel cost savings without cutting positions by helping City Council and departments think more strategically about spending in a resource constrained environment. The City achieved outsized returns by revamping the budget process with OpenGov Budgeting & Planning, which it launched in eight weeks. Milpitas also transitioned to virtual Council meetings overnight, and gathered survey data from diverse communities (in four languages) in under a month to surface budget priorities.

Coming into his new role, Walter Rossmann knew there was a better way to work. His first action as Deputy Finance Director was to buy a new budget system for the City through a competitive procurement process. Recognizing that without changes to the way the budget was developed the City could not find the savings it needed, Rossmann worked with the City Manager's office, department directors and budget liaisons to gain buy-in across teams to transition to a strategic budget process that allowed for greater efficiency and scenario planning:

1. The budget team uploaded the previous year's budget for each department to **establish Council-approved service level costs and provide teams with a base budget** in OpenGov.
2. With access to scenario planning capabilities via OpenGov, the budget team easily **ran multiple scenarios with available data to prepare for the potential impact in revenue shortfalls** due to the impact of the COVID-19 pandemic. Enabling teams to be agile helped them prepare for uncertainty with confidence.
3. After the base budget was established, departments **submitted service level changes for finance review and the City Manager's consideration.**

For the full story, [click here](#) to read how Milpitas moved to strategic budgeting.



"We saved 100 hours in annual budget work by transitioning to OpenGov Budgeting & Planning, including the publication of the budget document...OpenGov's highly detailed trainings helped ensure that everyone was ready to make the change to a strategic budget process and fully utilize OpenGov's powerful capabilities."

Walter C. Rossmann

Deputy City Manager | City of Milpitas, CA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

Professional Services Overview

We Are Here to Support You

Your success as a customer is OpenGov's top priority. We recognize the challenge of adding a new software implementation project to your already full-to-the-brim schedule. We've invested heavily in the key drivers of your agency's success so you can maximize the impact of your OpenGov software and arm you with insight, expertise, and industry-leading best practices.



Experience

Our team of over 150 Professional Services experts have delivered over 1,000 successful projects - we have the experience to make your implementation a success.



Expertise

OpenGov shares your mission of effective government - and deploys over 500+ years of previous public sector experience for your success.

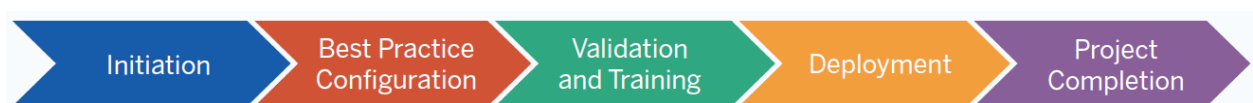


Fully-Supported

No matter the expertise your project needs, our team of professionals are here to partner with you on even the most complex projects.

OpenGov Deployment Methodology

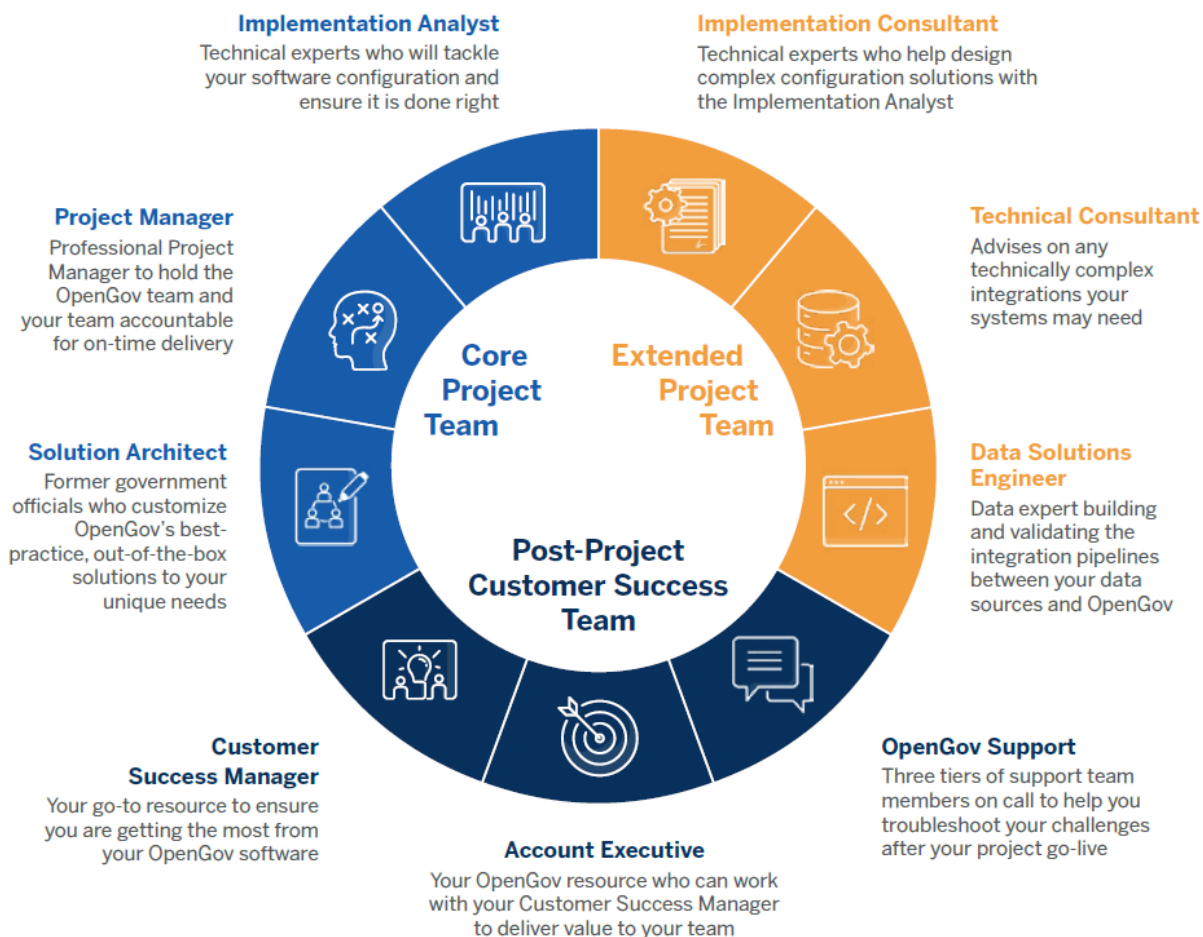
Our data-first deployment methodology is based on strategies that reduce your time to value, keep the project in motion and promote the leadership of you and your teams. To effectively deploy these strategies and keep the focus on outcomes, project progression, and your enablement, our methodology follows five key focus areas.



When you get OpenGov Professional Services, you get confidence in every step of your project. Our team's best practices ensure alignment, support, and documentation to build the foundation of a successful implementation and a software used in years to come. The OpenGov Deployment methodology prepares and enables your team for continued ownership of your OpenGov solution, made possible without dependency on IT or coding knowledge and with continued award-winning OpenGov Support.

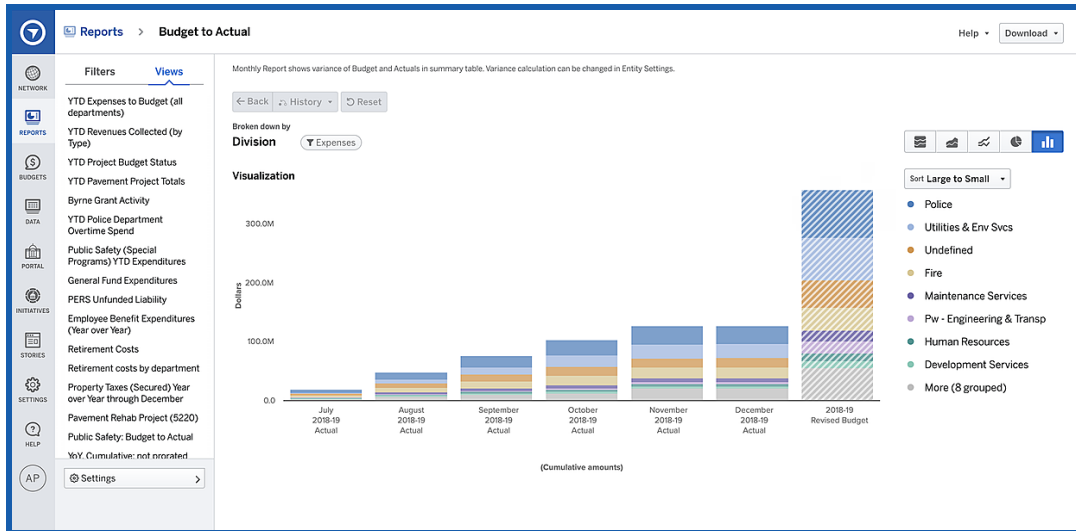
Delivering Success During and After the Project

We recognize the challenge of adding a new software implementation project to your already full schedule. To ensure you derive the full value from OpenGov, we've researched and invested heavily in the key drivers of our projects' success. For each of those key drivers, from project management to technical problem solving to change management, we have team members with the corresponding expertise at the ready to support. Depending on your project's needs, you will have complete coverage and support to make the most from your OpenGov software during your implementation and beyond.



Implementing Modern Budgeting

OpenGov enables your team to use modern, collaborative software to power your entire budget and planning cycle, from real-time forecast adjustments to long-range initiatives across your Operating Budget, Workforce Planning, Capital Planning, and Online Budget Book.



Integrated and easily configurable Reporting with up-to-date financial data

Budgets / 2022 Operating Budget

Search proposals, Export, Create Proposal

Budget Summary: Balance, Adjustments include all approved amounts, Period: FY22 Adopted Budget Approved.

Base Revenues: \$44,914,705, Adjustments: \$162,726,660, Revenues: \$207,643,345. Base Expenses: \$45,594,474, Adjustments: \$5,294,238, Expenses: \$50,888,713, Surplus: \$156,754,633.

Phase: City Manager Review, Board of Finance Review, Final.

Proposals: Line Items, Visualization: Showing Expenses broken down by Departments.

Proposals	Status	FY22 Adopted Budget Exp	FY22 Adopted Budget Rev	FY22 Adopted Budget Surplus/De
Administration Budget- Proposed	IN PROGRESS	\$9,798,050 0.00%	\$0 0.00%	-\$9,798,050 0.00%
Administration Department	IN PROGRESS	\$324,007 56.34%	\$68,500 0.00%	-\$255,507 -23.25%
Building Department	IN PROGRESS	\$763,536 3.0%	\$41,914,705 0.00%	\$41,151,169 0.00%
Example	IN PROGRESS	\$11,201,934 0.00%	\$0 0.00%	-\$11,201,934 0.00%
Fire Budget Enhancements	IN PROGRESS	\$9,891,244 0.00%	\$0 0.00%	-\$9,891,244 0.00%
Fire Department	IN PROGRESS	\$426,606 0.12%	\$0 0.00%	-\$426,606 -0.12%

Operating Budget

Back to: All Workforce Plans

Workforce Plan

Positions, Cost Elements, SETTINGS

Select and update cost elements: New Element, Reorder

Wage

Part Time Wage, Over Time, COLA, ARPA Premium Pay, Vacation, Uniform, Union Fees, Auto, Dental, EAP, Life, Vision

Wage Overview

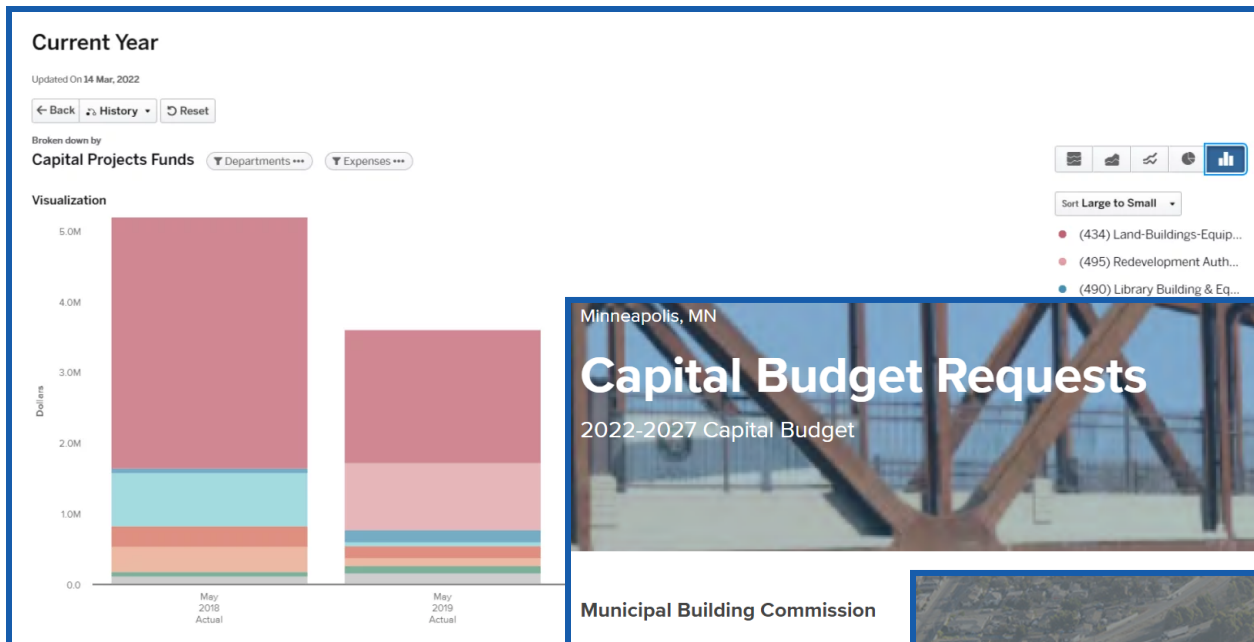
Name of Cost Element (required): Wage, Category (required): Base Wage

Description (required): This CE Calculates the base wage for each position using the hourly rate.

Value Type: Wage, Object Account Code (required): 40010 - Salaries

Start Date Source: Fiscal Year Start

Workforce Planning



Capital Planning

Minneapolis, MN

Capital Budget Requests

2022-2027 Capital Budget

Municipal Building Commission

- MBC01 - Life Safety Improvements
- MBC02 - Mechanical Systems Upgrade
- MBC10 - Exterior Improvements
- MBC12 - Safety Improvements - Non-Stagework Areas
- MBC13 - 4th St Sidewalk/Exterior Light Poles Upgrade
- MBC15 - Elevator 12 Modernization
- MBC16 - Building-Wide Electrical Upgrades

Miscellaneous Projects

- ART01 - Art in Public Places

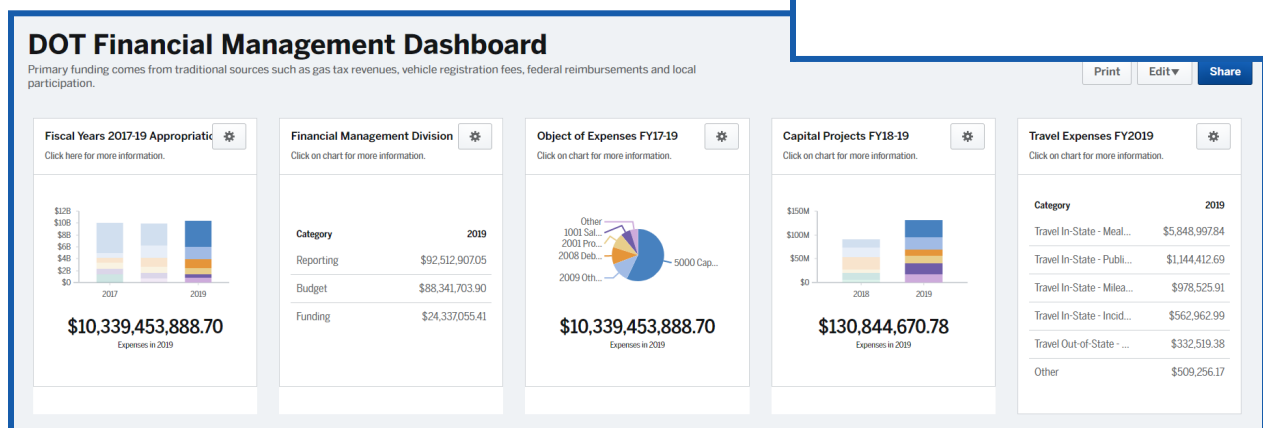
Capital Facilities Projects

Apply Online

Capital Facilities New Project Request
Online form and workflow to request new capital facilities projects and programs for review and approval for inclusion in the County of Santa Cruz Capital Improvement Plan (CIP). [Select](#)

Capital Facilities Continuing Project Request
Online form and workflow to submit a ongoing capital facilities project request for review and approval for continuing inclusion in the County of Santa Cruz Capital Improvement Plan (CIP). [Select](#)

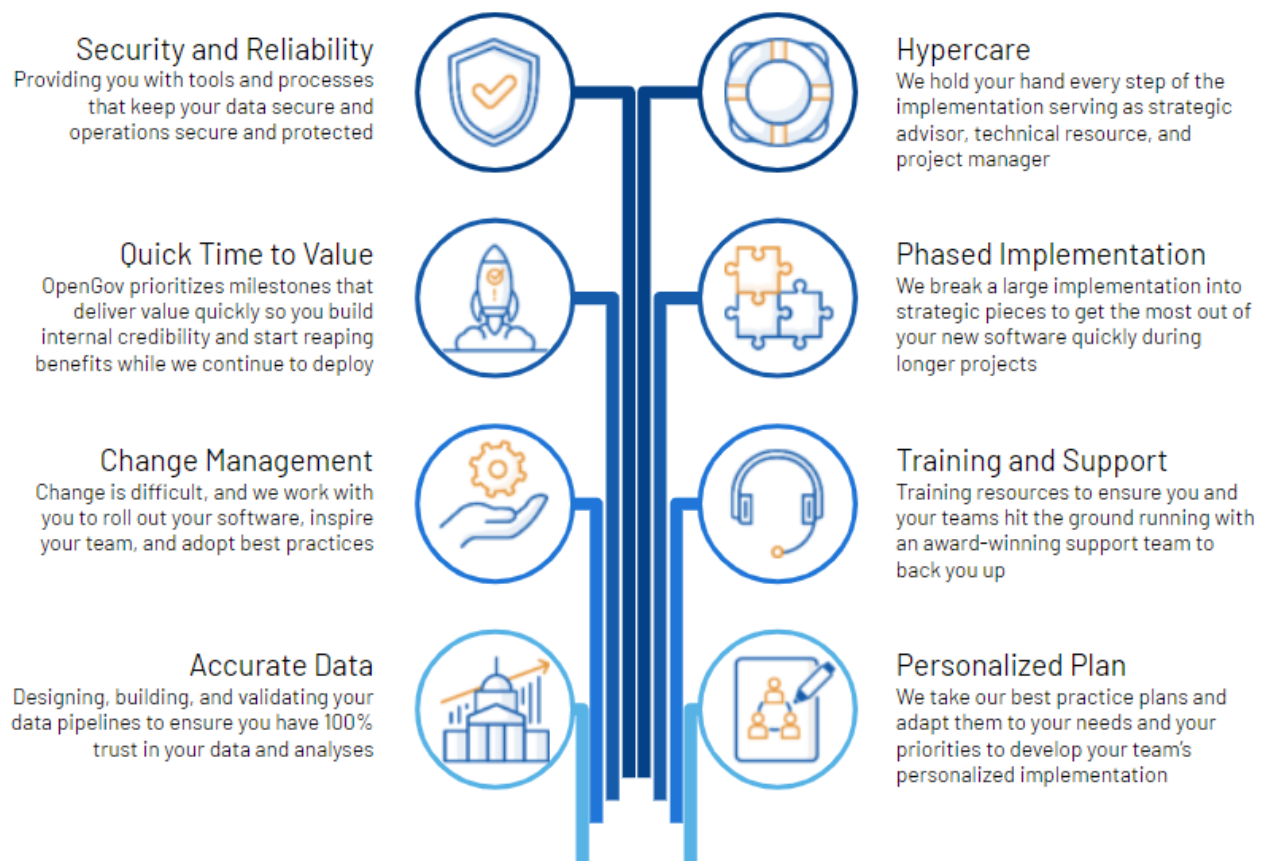
Capital Facilities Project Update Report
Online form and workflow to submit a ongoing capital facilities project status update for continuing inclusion in the County of Santa Cruz Capital Improvement Plan (CIP). [Select](#)



Executive Dashboards with drill-down capabilities

OpenGov Deployment Principles

Every implementation is based on our core principles and philosophy. OpenGov deploys all suites and solutions in alignment with these principles.



Milestones of a Budget Implementation Project

We believe your implementation is the foundation for success with OpenGov. The OpenGov team will work with your municipality to understand your processes and requirements before you sign the dotted line, while providing data validation checkpoints throughout the entire process.

On the following page we have provided a visual representation of the key components of a Budgeting & Planning implementation project.

Budget Configuration

During your operating budget engagement, the OpenGov deployment team will configure a budget instance to meet your requirements, configure reports to drive decision-making, conduct user acceptance testing to validate the configuration, and train administrators and users on the specifics they need to be successful.

Capital Project Budget

As a part of the capital budget implementation, the OpenGov deployment team will configure a budget instance to meet your agency's requirements, configure reports to drive decision-making, validate the configuration, and train administrators and users on the specifics they need to be successful.

Online Budget Book

During the Online Budget Book phase of your deployment, OpenGov will work with you to configure our standard templates to meet your agency's branding requirements and train you on how to build and publish your book online each year.

In a typical deployment, OpenGov will configure the repeatable templates that require OpenGov reports, such as the department and fund pages. This portion of the implementation can be tailored to your level of comfort: we can enable your team to create the remainder of your templates or contract the OpenGov team to create your entire Budget Book end to end, freeing up your time.



Chart of Accounts Configuration

The OpenGov Chart of Accounts is the underlying foundation of everything financial done in OpenGov. OpenGov will provide a functional build of the Chart of Accounts based on your General Ledger Chart of Accounts, any project codes used for project budgeting or reporting, and any summary levels (such as fund type, function, object type, etc.). Your Chart of Accounts will be specific to your agency, not generic.

Financial Integrations

OpenGov's Budgeting & Planning solution will include a financial integration from your financial system to OpenGov. As part of the integration, OpenGov will bring over up to 10 years of historical data. The integration will also be set up to bring in current year information automatically at an agreed upon cadence. We recommend you refresh your data nightly, however, OpenGov can set up a weekly or monthly cadence at your request. Our dedicated integrations team has years of experience integrating with financial systems.

Workforce Budget

During a workforce planning engagement, the deployment team will review your cost elements, which are all the factors that drive the personnel budget such as salary, FICA, retirement plans, benefits, etc, and work with you to configure each cost element in the tool. Once the cost elements are configured, you will be able to generate a template to complete with their approved positions and position data. Once the template is complete, it will be uploaded into the system and then you will be able to validate the amounts are calculated correctly. Once the Workforce Plan is validated, it can be linked directly to a budget, and any time you need to make a change to your Workforce Plan, your budget will be automatically updated as well. A linked Workforce Plan also powers any position requests to give departments a more accurate view of additional position costs.

OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business-day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

* Support Cases are defined as issues related to the OpenGov Software Services.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

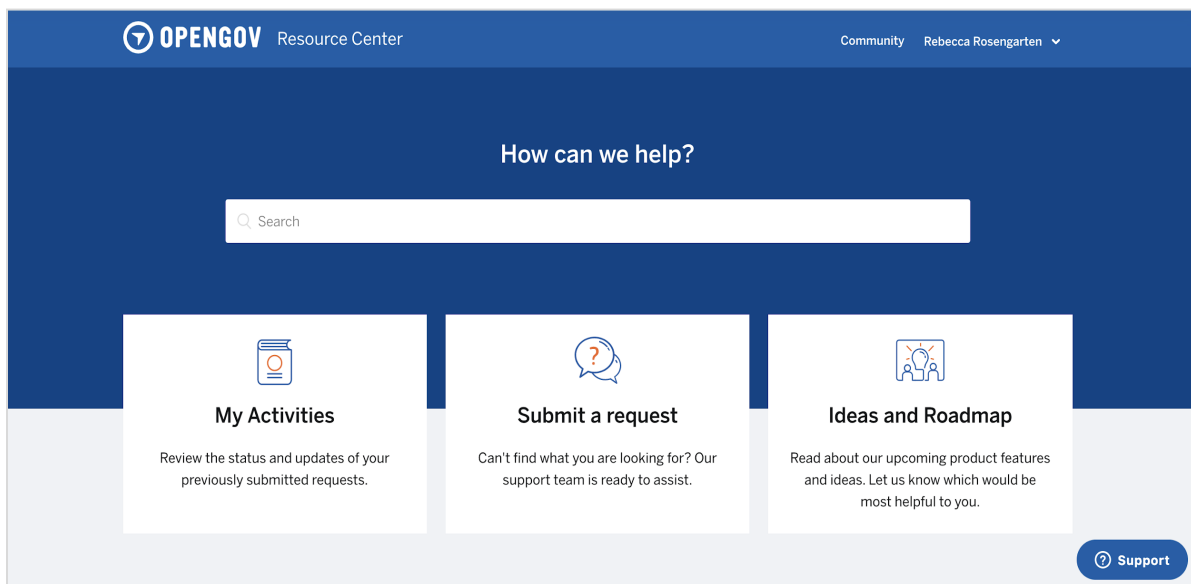


Customer Support: OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.



- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"The responsiveness was incredible. They always had an answer for us and were always open to recommendations and suggestions. I was just blown away by their level of professionalism and knowledge of the system."

Dannette Allen

Finance Director | City of Diamond Bar, CA

OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,600 agencies across the U.S.

OpenGov University helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



In-app guidance

Master your software with instructions and helpful hints offered while using the software.



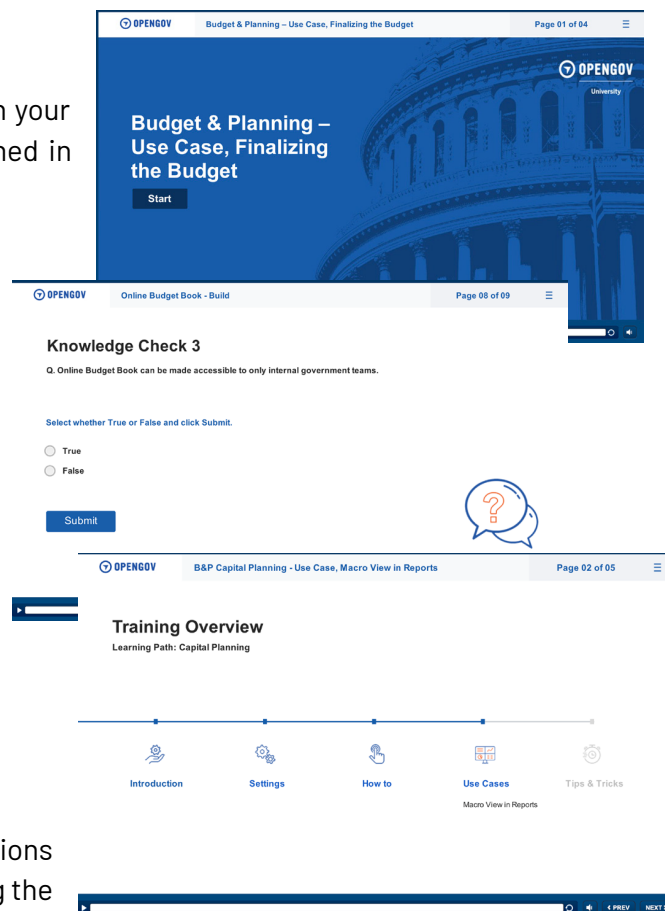
Training Workshops

Access our recurring, virtual training series on product best practices.



Live Training Events

Join OpenGov's hybrid or live trainings around the country.



Benefits of OpenGov University

Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

Successful Change Management

Shorten the time for a new team member to provide value to your department.

Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

Amelia Cruver

Budget Director | City of Minneapolis, MN

Partnership Investment Summary

OpenGov's pricing model consists of both a fixed fee annual subscription for the software and a one-time cost for the professional services component. Our Professional Services cost includes all phases of implementation: Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion. **OpenGov offers an unlimited user, unlimited usage pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or usage of data.** Rather, we charge an annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage and have a predictable annual cost.

Implementation services pricing is subject to change based on the opportunity for OpenGov to scope your full solution needs.

All OpenGov contracts include an Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

**In-Person Training is available at an additional cost.*

For a complete description of all solutions and add ons please refer to the table below.

OpenGov Proposal for City of Stockbridge GA				
Years	Months	Software	Professional Services	Annual Total
January 1st, 2023-December 31st 2023	12	\$40,705.57	\$51,583.37	\$92,288.94
January 1st, 2024-December 31st, 2024	12	\$40,705.57	\$0.00	\$40,705.57
January 1st, 2025-December 31st, 2025	12	\$40,705.57	\$0.00	\$40,705.57

Proposal Includes:

- Operating, Personnel, Capital Budgeting, Reporting, Dashboards, ERP Integration, Premium Support
- Unlimited Users, Unlimited Data Storage, Unlimited Budgets, Unlimited Reports
- Premium Support Included
- **Roughly 12% Software Discount from \$46,057 list Price**
- \$16,056 saved from 3-year deal
- No annual increase for first 3 years (Typically 5%)

Products & Services	Description
Budgeting & Planning Suite Unlimited Users	Operating Budget: Liberate your budgeting from disparate spreadsheets with a unified process that seamlessly ties spending to desired outcomes. Workforce Planning: Simplify planning for your most complex and important cost with scenario analysis, advanced calculations, and integrated budget requests. Capital Planning: Forecast long-term capital expenditures, manage proposals, track performance, and easily keep the public informed of progress. Online Budget Book: Publish a fully interactive, easily digestible online budget book that makes future publications vastly more repeatable.
Reporting & Transparency Platform Unlimited Users	Analysis & Dashboards: Present complex information that the public, elected officials, departments, and administration can understand with at-a-glance insights and interactive dashboards. Stories: Communicate and track strategic initiatives effortlessly with a simple drag-and-drop web-page builder and customizable themes that make it easy for board members and residents to digest key narratives. Community Feedback Surveys: Solicit citizen feedback, run public meetings, virtual council chambers, and budget simulations using robust forms, surveys, reports, and tools for curated feedback and compliant voting. Performance Measures: Sharpen your focus on outcomes by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations.
Software Implementation	Deployment of the Software Services, including project management, implementation, configuration, testing, report development, interface development, and go-live.

Standard Support	Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support.
Premium Support	OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support Customers receive increased response times and a designated OpenGov contact.
OpenGov University (OGU)	Training from OpenGov experts, OpenGov Resource Center, self-paced learning modules, training workshops, live training events.



Services Public Administration



Mission-Driven Government Expertise

500+ Years of Combined Public Sector Experience

CEO



ZAC BOOKMAN

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces

Support Specialist
Financials



CHARITY HOLMAN

Former Deputy City Secretary at City of Westworth Village, Texas

VP Government Finance Solutions



JAMES MCCANN

Former Assistant Finance Director at City of Monterey, California

Implementation Consultant



ART TORRES

Former Chief Procurement Officer at California State University-San Bernardino

Product Lead, Financials



KENT HUDSON

Former Assistant City Manager at City of Vernon, Texas

Director, Solutions
Engineering



SCOTT COBLE

Former Technology and Process Manager, OMB, at Montgomery County, Maryland

Implementation Consultant



Shiloh Rogers

Former Purchasing Manager, City of Banning, CA

Customer Solutions Engineer
Team Lead



JENNIFER NORDIN

Former Budget and Performance Analyst at Montgomery County, Maryland

Director, Professional Services



ALMIS UDRYS

Former Assistant Chief Operating Officer at San Diego, California

Implementation Analyst



BOBBY WILLIAMS

Former Procurement Supervisor at Mesa Public Schools

Manager, Solutions Engineering



MICAH INTERMILL

Former Budget Director at Minneapolis, Minnesota

Manager, Solution Architecture



MARK WELCH

Former Administrative Services Director at City of Ashland, Oregon

Associate Project Manager



AMANDA HALLOCK

Former IT Manager/Digital Transformation Specialist at Scranton, PA

Director, Solutions
Engineering



MONICA COOK

Former HHS Researcher at the Public Policy Institute of California (PPIC)



The **Safe** and **Trusted Partner** of Over **1,800 Governments**

50

STATES

500+

Combined Years Government
Experience

5,000+

Implementations

- **City of Roswell, GA**
- **City of Savannah, GA**
- **City of Smyrna, GA**
- **City of Austell, GA**
- **City of Decatur, GA**
- **Bulloch County, GA**
- **Rockdale County, GA**
- **Effingham County, GA**
- **GA Dept. of Juvenile Justice**
- **GA Dept. of Education**
- **City of Florence, SC**
- **County of Berkeley, SC**
- **City of Beaufort, SC**
- **County of Cabarrus, NC**
- **City of Annapolis, MD**
- **County of Cecil, MD**
- **City of Muscatine, IA**
- **Bingham County, ID**

The Modern Partner for the Public Sector

Powering More Effective and Accountable Government



Purpose Built, Mission Driven

Public sec Only. Cloud Only



Government Expertise

500+ years of government staff
experience. 1,800+ customers



Customer Focused

Responsive support.
Best-practice implementation



Cloud-Based Innovation

Rapid enhancements driven by
user feedback

OpenGov Cloud



Budgeting & Planning



Operating Budget
Capital Planning
Workforce Planning
Online Budget Book

Procurement



Solicitation Development
Supplier Engagement
Evaluations & Awards
Contract Management

Forms & Workflows



Permitting and Licensing
Inspections
Public Portal
Workflow and eSignature

Asset Management



Asset Management
Work Orders
Request Intake

Cartegraph
AN OPENGOV COMPANY



Reporting & Transparency Platform

Dashboards

Analysis

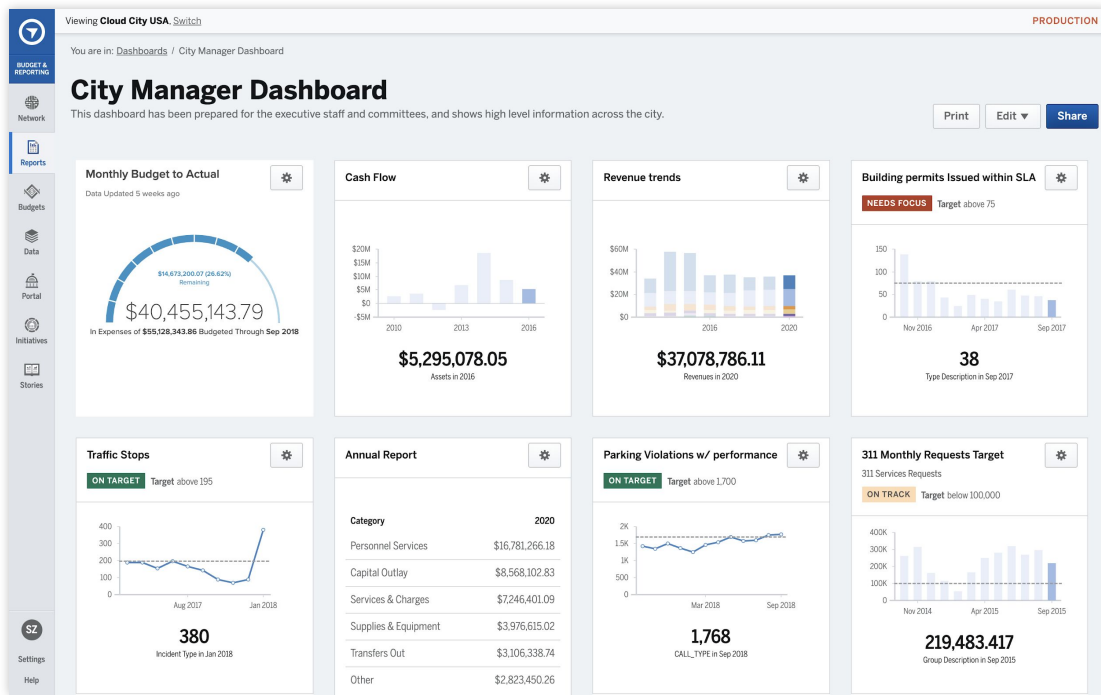
Transparency

Performance Measures

Community Feedback



Get the Whole Picture



Integrated Reporting & Transparency helps you:

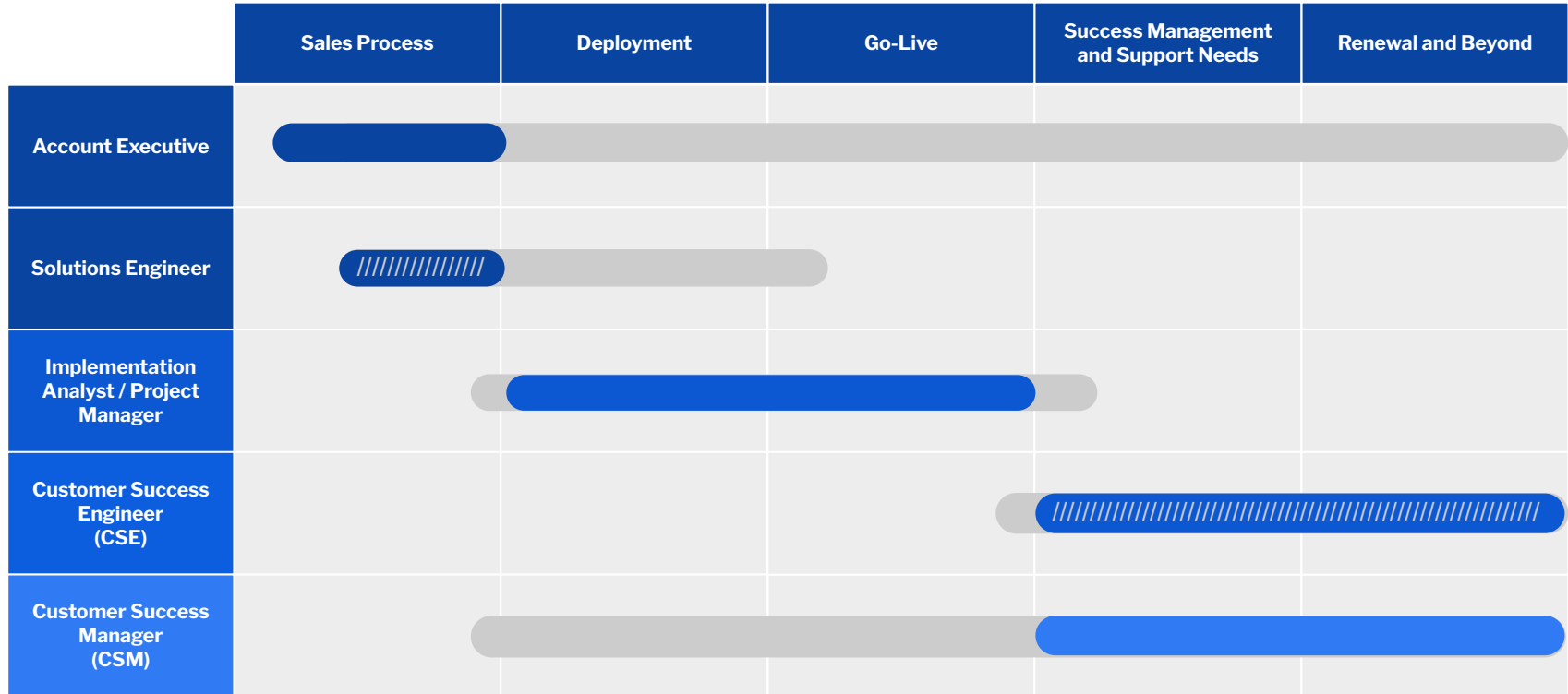
Align staff, electeds, public

Monitor performance

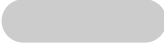
Communicate initiatives

Improve decision-making

Customer Journey



 = Primary Day-to-Day Administrator

 = Secondary Day-to-Day Administrator

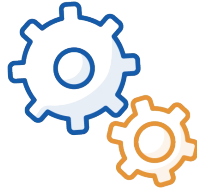
 = Key strategic partner for primary customer administrator, if necessary

Professional Services

Structured Approach for Success



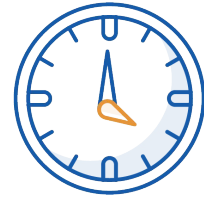
Focus on Short-term
and Long-term goals,
not just replicating
processes



Validate
understanding and
process across
government teams



Balance change
management with
culture, goals and
vision



Expediting
time-to-value by
tailoring to your
unique needs

Key Project Delivery Roles

Core Delivery Team

PROJECT MANAGER

- Ownership of Project End-to-End
- Creates & Manages Project Plan
- Manages OG Delivery Team

IMPLEMENTATION ANALYST

- Configures Solution for Systems
- Provides Functional Expertise

DATA SOLUTIONS ENGINEER

- Performs data integration/uploads
- Completes end-to-end data flows
- Provides technical support on mappings

OPENGOV PROJECT ADVISOR



Extended Delivery Team

SOLUTION ARCHITECT

- Gathers Requirements
- Provides Subject Matter Expertise
- Validates Solution Blueprint

IMPLEMENTATION CONSULTANT

- Analyzes Design complexities
- Manages & Monitors Progress with IA
- Product Suite Expert

TECHNICAL CONSULTANT

- Advises on technical complexities
- Resolves items through integration
- Product Suite Infrastructure Expert

Current State @ City of Stockbridge, GA

- Current Budgetary Guidelines is done in Incode & Excel between City Treasurer & Other Departments
- Growing concerns with the long-term stability of using Incode for personnel and capital budgeting
- Using Excel and manually transferring back to Incode
- High level of responsibility for each department to watch budgetary numbers puts stress on daily responsibilities and concerns around data integrity
- Incode Reporting Functionality is not flexible or accessible with limited performance management metrics
- Lack of community engagement with Citizens about what is happening within the city

Future State @ City of Stockbridge, GA

- Leverage an always update-to-date system with continual enhancements, specifically configured to support Stockbridge's Budget Development and Monitoring Requirements
- Modern, system agnostic solution for ease of use with all departments for budgeting needs
- Ongoing maintenance of Budget System shifted to OpenGov, not Stockbridge IT department
- Chart of Accounts Mapped to Incode with nightly integration
- Up-to-date budget reports for rapid Budget Development Analysis able to push to Stockbridge Council Members along with performance metrics
- Flexible, self-service reporting and dashboards for enhanced Budget Monitoring, including at account code level.
 - User-friendly Visualizations natively included in each report
- Increased collaboration throughout each phase of budget development and monitoring
- Integrated Personnel Module w/ multi-year forecasting across all positions, salaries, and fringe benefits
- Integrated Capital Planning leaving behind Excel
- Ability to be transparent and engaging with Stockbridge citizens with OpenGov's Story tool.

ROI @ City of Stockbridge, GA

- City of Stockbridge to see up to 1 % budget reallocation to other strategic priorities
- Up to 50 % reduction in the amount of time it takes to prepare the budget
- 80% less time spent on reporting
- An estimated 150- 200 staff hours could be diverted to other activities, such as budgetary analysis or quality control as a result of efficiencies. **(Estimate based on customers of similar size)*

OpenGov Proposal List Pricing

Annual Software Subscription Professional Services Implementation, Ongoing Support & Maintenance for OpenGov
BUDgeting & Planning Project - Unlimited Users & Data Storage

OpenGov Proposal for City of Stockbridge, GA				
Years	Months	Software	Professional Services	Annual Total
Year 1	12	\$46,057	\$60k-\$70k	\$91k-\$106k
Year 2	12	\$46,057	\$0.00	\$48,359.85
Year 3	12	\$46,057	\$0.00	\$50,777.84

Proposal Includes:

- Operating, Personnel, Capital Budgeting , Reporting, Dashboards, Integration,
- Unlimited Users, Unlimited Data Storage, Unlimited Budgets, Unlimited Reports
- Premium Support not included
- \$46,057 list Price
- Typical 5 %increase YoY

OpenGov Proposal @ City of Stockbridge, GA

Annual Software Subscription Professional Services Implementation, Ongoing Support & Maintenance for OpenGov
BUDgeting & Planning Project – Unlimited Users & Data Storage

OpenGov Proposal for City of Stockbridge GA				
Years	Months	Software	Professional Services	Annual Total
January 1st, 2023–December 31st, 2023	12	\$40,705.57	\$51,583.37	\$92,288.94
January 1st 2024–December 31st,2024	12	\$40,705.57	\$0.00	\$40,705.57
January 1st,2025–December 31st, 2025	12	\$40,705.57	\$0.00	\$40,705.57

Proposal Includes:

- Operating, Personnel, Capital Budgeting , Reporting, Dashboards, ERP Integration, Premium Support
- Unlimited Users, Unlimited Data Storage, Unlimited Budgets, Unlimited Reports
- Premium Support Included
- **Roughly 12% Software Discount from \$46,057 list Price**
- \$16,056 saved from 3 year deal
- No annual increase for first 3 years (Typically 5%)

Included in Proposal @ Stockbridge, GA

Budgeting & Planning	Inclusion or Add-On?	Category
Financial Integration	Included	B&P
Operating & Capital Budgeting	Included	B&P
Workforce Planning	Included	B&P
Budget Book	Included	B&P
Dashboards	Included	R&T
Open Town Hall	Included	R&T
Reporting & Analytics	Included	R&T
Story Builder	Included	R&T
Transparency	Included	R&T



Statement of Work

City of Stockbridge, GA

Creation Date: 11/22/2022
Document Number: DD-03085
Version Number: 1
Created by: Sidney Barnes

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Stockbridge, GA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and City of Stockbridge, GA.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting and Planning as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting and Planning solutions to help the City of Stockbridge power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Stockbridge, GA in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Budgeting and Planning Suite
 - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - ii. Customer's Integration is unidirectional from Tyler Incode 10 into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
 - iii. Customer has provided the following relevant dates:
 - 1. Online Budget Book is due on 3/31/2023.
 - iv. OpenGov budget proposal configuration will include: up to fifty (50) department and project proposals.
 - v. OpenGov Online Budget Book (OBB) configuration will include:
 - 1. Four (4) Standard OBB templates; up to fifty (50) department and project stories pages from the templates; and up to two (2) reports with report views to use in the OBB.
 - vi. Assumes signatures by December 15, 2022 and project kick off by January 6th, 2023
 - vii. Assumes Online Budget Book as phase 1 and budget build out as phase 2

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Budget & Planning Use Cases

- A. Centralized Operating Budget
- B. Multi-Year Workforce Planning
- C. Interactive Online Budget Books

Completion Criteria:

This activity will be considered complete when:

Budget & Planning Use Cases

- Chart of Accounts is configured
- Operating Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- Training on system functionality is provided
- End User training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these

responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of August 31st, 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Budgeting & Planning Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Financial Integration									
Budget and Planning Suite	Chart of Accounts								
	Online Budget Book								
	Operating Budget								
	Workforce Planning								
	Budget End User Training								
GoLive Support	Hypercare								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

2.9. Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be **\$51,385**. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Should travel be incurred, you will be billed travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at \$5,000.

2.10. Offer Expiration Date

This offer will expire on December 15th, 2022 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

Budgeting & Planning Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Provisioning Reporting & Transparency Platform	OpenGov will: • OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.	Customer will: • Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: • Provide up to one (1) one-hour working sessions at the beginning of the project to: - o Review deliverables - o Review technical requirements - o Provide documentation on requirements and processes OpenGov Assumptions: • Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.	Customer will: • Identify relevant participants for attendance. • Confirm deliverables. • Gather and provide relevant data for the project.

Chart of Accounts Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	OpenGov will: • Build Customer's COA in OpenGov in accordance with	Customer will: • Provide current COA and transactional data.

	OpenGov technical requirements. - Review configured COA and uploaded data and provide training to Customer on how to: - Manage new codes - Edit COA - Create Masks	- Validate and provide sign off on COA. - Maintain the COA following configuration.
--	--	--

Integration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	OpenGov will: - Installation of Agent and Database View Deployment. - Integrate the following functionalities: - Actuals and Budget (Revenue and Expenses) - Extract, transform (when required) and load the data. - Validate the historical data and current year data based on the Customer provided summary report. - Schedule the current year data load - Monitor the data load OpenGov assumptions: - Integration is unidirectional from the Customer's Tyler Incode 10 into OpenGov. - The data will be linked to the Customer's COA.	Customer will: - Provide an IT resource to assist the project team in the initial set-up. - Provide assistance to understand source system specific customizations and configurations when building the data extract. - If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. - Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. - Provide a summary export data to validate against. - Validate and provide sign off on the integrated data and reports.

Operating Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Operating Budget	OpenGov will:	Customer will: Provide current budget.

	● Configure up to two (2) Proofs of Concept (POC). ● Configure one (1) Budget instance, once POC is validated. ● Configure and upload Customer's base budget files into OpenGov budget instances. ● Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments and Projects in the base budget file based on the agreed upon structure. ● Review configured OpenGov Budget and provide training to Customer on how to: ○ Create new Proposals and Worksheets ○ Manage Budgets	● Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets. ● Validate and provide signoff on Budget Proposals and Worksheets.
Operating Budget Community Feedback Topic	OpenGov will: ● Configure one (1) standard budget topic in Community Feedback. ● Review configured OpenGov Topic and provide training to Customer on how to: ○ Create new topics ○ Manage topics ○ Set Topics to Public and Closed.	Customer will: ● Provide logo and branding guidelines. ● Validate and provide signoff on the standard budget topic. ● Update the standard budget topic with Customer relevant information.
Operating Budget Story	OpenGov will: ● Configure one (1) standard budget Story template. ● Review configured OpenGov Story and provide training to Customer on how to: ○ Create new Stories ○ Manage Stories ○ Publish Stories	Customer will: ● Provide logo and branding guidelines. ● Validate and provide signoff on Operating Budget Story template. ● Update standard budget Story with Customer relevant information

Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning	OpenGov will: • Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices. • Review configured OpenGov Workforce Plan and provide training to Customer on how to: - o Create Cost Elements - o Populate and upload the Position Template.	Customer will: • Provide Position calculations and tables. • Populate the Position Template and upload the completed template into OpenGov. • Validate and provide signoff on the Workforce Plan calculations. • Maintain the Workforce Plan and data once configured.

Budget and Planning Suite Reporting Configuration

Budget and Planning Suite Reporting	OpenGov will: • Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating Budget. • Configure up three (3) standard reports using the customer's integrated financial data: - o Annual - o Budget to Actuals - o Transactions • Configure up to four (4) Operating Budget Reports using OpenGov budget data: - o Milestones - o Development - o Details - o Categories* • Review configured OpenGov Reports and provide training Customer on how to: - o Export Budget Data for use in OpenGov Reports. - o Create new Reports - o Manage Reports	Customer will: • Validate and provide sign-off of Reports. • Maintain the Reports once configured. • Map OpenGov Budget export to Customer ERP import format.
--	---	--

	o Share Reports *Budget Categories report is only available to customers using a zero-based budget.	
--	--	--

Online Budget Book Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Online Budget Book (OBB)	OpenGov will: ● Based on best practices, build out the look and feel of four (4) Standard OBB Templates: - o Home Page - o Generic (multi-use) - o Operating - o Department ● Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells. ● Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and Projects and add OpenGov Report Views to Department Story Shells. ● Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.	Customer will: ● Provide logo and branding colors to OpenGov. ● Sign off on OBB Templates prior to OBB Story Shell Configuration. ● Validate and sign off on OBB Department and Project Story Shells. ● Complete Department and Project Story Shells by adding Customer content including: - o Narrative - o Images - o External Data ● Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including: - o Narrative - o Images - o External Data ● Create any additional Reports and Report Views needed to add to OBB. ● Attend working sessions to get answers on OBB questions. ● Make Stories public and Publish OBB.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Budgeting & Planning Working Sessions	OpenGov will: ● Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: ○ Review configurations; ○ Provide training on system functionality; ○ Gain feedback; and ○ Answer questions regarding configured system functionality.	Customer will: ● Per the agreed upon Project Plan, attend working sessions to: ○ Understand configurations; ○ Gain training on system functionality; ○ Give feedback; and ○ Ask questions regarding configured system functionality
OpenGov University	OpenGov will: ● provide access to OpenGov University online training courses intended to teach users on the basics of OpenGov.	Customer will: ● Review training courses
Reporting & Transparency Administrator Training	OpenGov will: ● Provide training to Customer System Administrators on how to: ○ Maintain the Chart of Accounts ○ Upload and manage data for reporting ○ Create and share Reports, Dashboards, Stories, and Topics.	Customer will: ● Identify relevant participants and attend scheduled trainings.

Budgeting & Workforce Administrator Training	OpenGov will: ● Provide training to Customer System Administrators on how to: ○ Create and manage Budgets ○ Prepare to set up Next Year's Budget ○ Create and manage Workforce Plans including Cost Elements and Position Upload Templates ○ Export Budget Data for use in OpenGov Reports.	Customer will: ● Identify relevant participants and attend scheduled trainings.
Online Budget Book Administrator Training	OpenGov will: ● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, images, and external data to Stories ○ Publish Stories ○ Update and maintain Stories.	Customer will: ● Identify relevant participants and attend scheduled trainings.
Virtual Budget End-User Training	OpenGov will: ● Provide one (1), 60-Minute training session(s) to Customer's Internal Users on how to: ○ Navigate Opengov Budgets and Reports	Customer will: ● Identify relevant participants and attend scheduled trainings.

Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

Budgeting & Planning Suite	
Description	Technical Requirements
Chart of Accounts	• Flat file • .csv, .xls, .xlsx with headers • Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.
Financial Data Files (Transactional Export)	• Flat file • .csv, .xls, .xlsx with headers • 3-5 Years of Data
Financial Data Files (Summary Revenue and Expense Export)	• PDF export
Current Budget	• Flat file • .csv, .xls, .xlsx with headers • Operating Budget
Personnel Calculations and Tables	• PDF, Word, csv, .xls, .xlsx with headers
Logo Image	• .jpg or .png format • Transparent
Branding guidelines	• Hex codes



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius Aaron and Jeremy Goodwin

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

DAVIDSON PKWY TEN (10) FOOT CONCRETE SIDEWALK

BACKGROUND INFORMATION:

Falcon Design, LLC will provide project plans and contract documents with technical specifications that includes the construction of a ten foot wide concrete sidewalks, ADA compatible, along the South side of Davidson Parkway from the Clayton County/Henry County line to the intersection with North Henry Boulevard (approximately 3,500 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, all required grading and walls, utility relocations, and any necessary storm drainage improvements.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN. _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

70,000.00

ATTACHMENTS: ☒

To: City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Date: January 30, 2023
From: Falcon Design Consultants, LLC

Attn: Mr. Frederick Gardiner, City Manager

Project: **DAVIDSON PARKWAY – 10' CONCRETE SIDEWALK**

TO No.: **FDC 2023.03**

Project Scope: FDC provide project plans and contract documents with technical specifications that includes the construction of 10' wide concrete sidewalks, ADA compatible, along the South side of Davidson Parkway from the Clayton County/Henry County line to the intersection with North Henry Boulevard (approximately 3,500 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, all required grading and walls, utility relocations, and any necessary storm drainage improvements. All work will be performed in accordance with following tasks:

Task – A. Underground Utility Locate:

- Underground utility performed by Utilisurvey, LLC. or approved alternate as a subconsultant to FDC

Task – B. Topographic Survey:

- Work to include topographic survey using LIDAR Technology and field run survey as needed
- Survey will locate all identified utilities, existing infrastructure, all related structures

Task – C. Right-of-Way Resolution:

- FDC will resolve issues related to existing right-of-way and adjacent properties to generate any required easements and/or property acquisitions
 - Actual exhibits for easements or property acquisition, with legal descriptions, will be generated as needed for a standard fee of \$500/per exhibit

Task – D. Civil Plans:

- Develop complete construction plans to be utilized for the construction and bidding of the project with all necessary project related information and details

Task – E. Bid Documents:

- Develop complete Contract Documents and Technical Specifications for the construction and bidding of the project with the City's Procurement Department oversight and direction.

Task – F. Construction Administration:

- Construction phase services and coordination
- Construction observation, as needed
- Submittal reviews
- Process pay requests and change orders
- Construction meetings
- Develop end of project punch list / and closeout documents

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Design Services:</u>	<u>Estimated Budget</u>
A. Underground Utility Locate:	\$5,000.00
B. Topographic Survey:	\$15,000.00
C. Right-of-Way Resolution:	\$5,000.00
D. Civil Plans:	\$40,000.00
E. Bid Documents:	\$5,000.00
Total:	<u>\$70,000.00</u>
F. Construction Administration: (3% of Total Base Bid)	

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____ Title: City Manager

Print Name: Mr. Frederick Gardiner Date: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius Aaron and Jeremy Goodwin

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

TYE STREET TEN (10) FOOT CONCRETE SIDEWALK

BACKGROUND INFORMATION:

Falcon Design, LLC will provide project plans and contract documents with technical specifications that includes the construction of a ten foot wide concrete sidewalks, ADA compatible, along the west side of Tye Street from North Henry Boulevard to the intersection with Red Oak Road (approximately 5,900 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, new curb and gutter, all required grading and walls, utility relocations, and any necessary storm drainage improvements.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

119,500.00

ATTACHMENTS:



To: City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Date: January 30, 2023
From: Falcon Design Consultants, LLC

Attn: Mr. Frederick Gardiner, City Manager

Project: **TYE STREET – 10' CONCRETE SIDEWALK**

TO No.: **FDC 2023.04**

Project Scope: FDC provide project plans and contract documents with technical specifications that includes the construction of 10' wide concrete sidewalks, ADA compatible, along the West side of Tye Street from North Henry Boulevard to the intersection with Red Oak Road (approximately 5,900 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, new curb and gutter, all required grading and walls, utility relocations, and any necessary storm drainage improvements. All work will be performed in accordance with following tasks:

Task – A. Underground Utility Locate:

- Underground utility performed by Utilisurvey, LLC. or approved alternate as a subconsultant to FDC

Task – B. Topographic Survey:

- Work to include topographic survey using LIDAR Technology and field run survey as needed
- Survey will locate all identified utilities, existing infrastructure, all related structures

Task – C. Right-of-Way Resolution:

- FDC will resolve issues related to existing right-of-way and adjacent properties to generate any required easements and/or property acquisitions
 - Actual exhibits for easements or property acquisition, with legal descriptions, will be generated as needed for a standard fee of \$500/per exhibit

Task – D. Civil Plans:

- Develop complete construction plans to be utilized for the construction and bidding of the project with all necessary project related information and details

Task – E. Bid Documents:

- Develop complete Contract Documents and Technical Specifications for the construction and bidding of the project with the City's Procurement Department oversight and direction.

Task – F. Construction Administration:

- Construction phase services and coordination
- Construction observation, as needed
- Submittal reviews
- Process pay requests and change orders
- Construction meetings
- Develop end of project punch list / and closeout documents

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Design Services:</u>	<u>Estimated Budget</u>
A. Underground Utility Locate:	\$6,500.00
B. Topographic Survey:	\$25,000.00
C. Right-of-Way Resolution:	\$8,000.00
D. Civil Plans:	\$75,000.00
E. Bid Documents:	\$5,000.00
Total:	<u>\$119,500.00</u>
F. Construction Administration: (3% of Total Base Bid)	

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____ Title: City Manager

Print Name: Mr. Frederick Gardiner Date: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius Aaron and Jeremy Goodwin

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

PEACH DRIVE TEN (10) FOOT CONCRETE SIDEWALK

BACKGROUND INFORMATION:

Falcon Design, LLC will provide project plans and contract documents with technical specifications that includes the construction of ten foot wide concrete sidewalks, ADA compatible, along the east side of Peach Drive from the intersection with Jodeco/Campground Roads to the entrance to the Winslow at Eagles Landing neighborhood (approximately 2,050 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, new curb and gutter, all required grading and walls, utility relocations, and any necessary storm drainage improvements.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

41,500.00

ATTACHMENTS:



To: City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Date: January 30, 2023
From: Falcon Design Consultants, LLC

Attn: Mr. Frederick Gardiner, City Manager

Project: **PEACH DRIVE – 10' CONCRETE SIDEWALK**

TO No.: **FDC 2023.05**

Project Scope: FDC provide project plans and contract documents with technical specifications that includes the construction of 10' wide concrete sidewalks, ADA compatible, along the East side of Peach Drive from the intersection with Jodeco/Campground Roads to the entrance to the Winslow at Eagles Landing neighborhood (approximately 2,050 l.f.). Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, new curb and gutter, all required grading and walls, utility relocations, and any necessary storm drainage improvements. All work will be performed in accordance with following tasks:

Task – A. Underground Utility Locate:

- Underground utility performed by Utilisurvey, LLC. or approved alternate as a subconsultant to FDC

Task – B. Topographic Survey:

- Work to include topographic survey using LIDAR Technology and field run survey as needed
- Survey will locate all identified utilities, existing infrastructure, all related structures

Task – C. Right-of-Way Resolution:

- FDC will resolve issues related to existing right-of-way and adjacent properties to generate any required easements and/or property acquisitions
 - Actual exhibits for easements or property acquisition, with legal descriptions, will be generated as needed for a standard fee of \$500/per exhibit

Task – D. Civil Plans:

- Develop complete construction plans to be utilized for the construction and bidding of the project with all necessary project related information and details

Task – E. Bid Documents:

- Develop complete Contract Documents and Technical Specifications for the construction and bidding of the project with the City's Procurement Department oversight and direction.

Task – F. Construction Administration:

- Construction phase services and coordination
- Construction observation, as needed
- Submittal reviews
- Process pay requests and change orders

- Construction meetings
- Develop end of project punch list / and closeout documents

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Design Services:</u>	<u>Estimated Budget</u>
A. Underground Utility Locate:	\$3,500.00
B. Topographic Survey:	\$8,000.00
C. Right-of-Way Resolution:	\$2,000.00
D. Civil Plans:	\$23,000.00
E. Bid Documents:	\$5,000.00
Total:	<u>\$41,500.00</u>
F. Construction Administration: (3% of Total Base Bid)	

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____ Title: City Manager

Print Name: Mr. Frederick Gardiner Date: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☐ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☒ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☒ SPLOST or TSPLOST
- ☐ ARPA
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER:

Decius Aaron and Jeremy Goodwin

DEPARTMENT:

Public Works

ITEM/PROJECT/EVENT:

OLD ATLANTA ROAD TEN (10) FOOT CONCRETE SIDEWALK

BACKGROUND INFORMATION:

Falcon Design, LLC will provide project plans and contract documents with technical specifications that includes the construction of ten foot wide concrete sidewalks, ADA compatible, along the north side of Old Atlanta Road from the Mays Crossing Shopping Center to the intersection with Flippen Road (approximately 6,100 l.f.) and includes mid-block pedestrian crossings to allow neighborhoods on the South side of the roadway to access the new sidewalk. Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, all required grading and walls, utility relocations, and any necessary storm drainage improvements.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$

94,000.00

ATTACHMENTS:



To: City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

Date: January 30, 2023
From: Falcon Design Consultants, LLC

Attn: Mr. Frederick Gardiner, City Manager

Project: **OLD ATLANTA ROAD – 10' CONCRETE SIDEWALK**

TO No.: **FDC 2023.06**

Project Scope: FDC provide project plans and contract documents with technical specifications that includes the construction of 10' wide concrete sidewalks, ADA compatible, along the North side of Old Atlanta Road from the Mays Crossing Shopping Center to the intersection with Flippen Road (approximately 6,100 l.f.) and includes mid-block pedestrian crossings to allow neighborhoods on the South side of the roadway to access the new sidewalk. Design protocol to include the removal of any existing sidewalks within the construction limits, new sidewalk is to be constructed adjacent to the existing concrete curb, all required grading and walls, utility relocations, and any necessary storm drainage improvements. All work will be performed in accordance with following tasks:

Task – A. Underground Utility Locate:

- Underground utility performed by Utilisurvey, LLC. or approved alternate as a subconsultant to FDC

Task – B. Topographic Survey:

- Work to include topographic survey using LIDAR Technology and field run survey as needed
- Survey will locate all identified utilities, existing infrastructure, all related structures

Task – C. Right-of-Way Resolution:

- FDC will resolve issues related to existing right-of-way and adjacent properties to generate any required easements and/or property acquisitions
 - Actual exhibits for easements or property acquisition, with legal descriptions, will be generated as needed for a standard fee of \$500/per exhibit

Task – D. Civil Plans:

- Develop complete construction plans to be utilized for the construction and bidding of the project with all necessary project related information and details

Task – E. Bid Documents:

- Develop complete Contract Documents and Technical Specifications for the construction and bidding of the project with the City's Procurement Department oversight and direction.

Task – F. Construction Administration:

- Construction phase services and coordination
- Construction observation, as needed
- Submittal reviews
- Process pay requests and change orders
- Construction meetings

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

- Develop end of project punch list / and closeout documents

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Design Services:</u>	<u>Estimated Budget</u>
A. Underground Utility Locate:	\$6,500.00
B. Topographic Survey:	\$22,500.00
C. Right-of-Way Resolution:	\$7,500.00
D. Civil Plans:	\$52,500.00
E. Bid Documents:	\$5,000.00
Total:	<u>\$94,000.00</u>
F. Construction Administration: (3% of Total Base Bid)	

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____ Title: City Manager

Print Name: Mr. Frederick Gardiner Date: _____



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND./ STORMWATER
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: DECIUS AARON

DEPARTMENT: PUBLIC WORKS

ITEM/PROJECT/EVENT:

REQUEST FOR PROPOSAL (RFP) NUMBER 2019-00022P—CGL FACILITY MANAGEMENT, LLC, FACILITY MAINTENANCE SOLUTIONS/GROUNDS KEEPER.

BACKGROUND INFORMATION:

On July 8, 2019, (Resolution R19-1077), the Council approved piggybacking the State of Georgia contract with CGL Facility Management, LLC, City of Stockbridge contract number 2019-00022P, State of Georgia Contract number 99999-001-SPD0000154-0001,, Facility Maintenance Solutions/Grounds Keeper Landscaper, for an annual amount of \$150,000.00. The State of Georgia contract was awarded August 15, 2018 and provides the City with preventive and corrective maintenance services for the beautification of the City gateways.

APPROVALS: CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

GRANTS ADMIN.

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 200,000.00

ATTACHMENTS: ☒

STAFF RECOMMENDATION:

The Public Works Department is requesting City Council's approval to renew the term contract for contract No. 2019-00022P, Facility Maintenance Solutions/ Grounds Keeper Landscaper, between CGL Facilities Management, LLC, and the City of Stockbridge, authorizing the Mayor to execute same; and authorizing the City Manager to execute all administrative and budgetary actions related to the Agreement.

The estimated annual budget is \$200,000.00.

The purpose of the State contract is to provide for preventive/scheduled and corrective/unscheduled maintenance services for customers responsible for occupying/managing locations that consist with multiple facilities/buildings. The scope of services includes all the labor and material to perform on-site preventive maintenance services including work on building envelope and structure; site utilities and distribution systems; central utility plants; hot and chilled water systems; natural gas, LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS) systems; emergency generators; security and alarm systems; fire alarm, fire sprinkler, and fire suppression systems; water towers; kitchen and laundry equipment; pest control services; swimming pools; grounds/landscape and fume hoods.

City staff is requesting a contract renewal through July 2024. The Public Works Department has determined that CGL Facilities Management, LLC, has performed all work in accordance with the contract requirements, and have provided quality service to the City.

Section 3.30.227 - Renewals and extensions; The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Fiscal Impact: Funds will be provided from account number 100-42200-522000.



Where Community Connects

PROCUREMENT DIVISION

4640 North Henry Boulevard, Stockbridge, Georgia, 30281 | Phone: (770) 389-7900



CONTRACT RENEWAL EVALUATION FORM

Department: Public Works Department

Contact: Decius Aaron/Public Works Director

Contract No.: State of Georgia Department of Administrative Services Contract No. 99999-001-SPD0000154-0001 – Facility Maintenance Solutions – City of Stockbridge - RFP No. 2019-00022P – CGL – Public Works – Beautification CGL Facility Maintenance, LLC

The State of Georgia Department of Administrative Services Piggyback Contract expires on **July 14, 2023**. Per the terms of the Contract, this Contract is eligible to be renewed for an **additional 12-month term**.

Please complete the Survey (Section 1, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please provide a brief explanation. Per Section 2, please indicate whether you wish to renew this contract.

Section 1: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	<u>X</u>	—	—
2. Contractor was responsive and professional?	<u>X</u>	—	—
3. Are you satisfied with the quality of the work performed by Contractor?	<u>X</u>	—	—
4. Did Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	—	—	<u>X</u>

Comments: _____

Section 2: Renewal

☐ No, we wish not to renew. Please close Contract.

☒ Yes, we wish to renew

☐ This contract has no renewals left. I wish to rebid. Please see the attached verified scope of services.

a) Check the appropriate box below

☒ renew per the terms & requirements of original Contract
☐ renewal to include additional/modified terms & requirements, please contact me for details

Please sign and return this form to: Wanda J. Cooley, Procurement Specialist
Procurement Division

Questions regarding this form should be directed to: _____.

Submitted by:

Decius T. Aaron

(Department authorized signature)

Decius T. Aaron

(printed name)

Public Works Director

(title)

February 1, 2023

(date)



**CONTRACT AMENDMENT # 2
RENEWAL #2
REMAINING RENEWALS #2**

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 ("DOAS")
Supplier's Full Legal Name:	CGL Facility Management LLC.
Contract No.:	99999-001-SPD0000154-0001
Solicitation No./Event ID:	99999-001-SPD0000154
Solicitation Title/Event Name:	Facility Maintenance Solution
Contract Award Date:	08/15/2018
Current Contract Term:	07/15/2021 – 07/14/2022

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/15/2022
End Date of New Contract Term:	07/14/2023

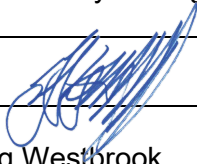
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-001-SPD0000154-0001

1. **PRICING.** This amendment includes a price increase of 13.33% price increase per the ECI adjustment.
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.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	CGL Facility Management LLC.
Authorized Signature:	
Printed Name and Title of Person Signing:	Greg Westbrook President
Date:	4/8/2023
Company Address:	1903 Phoenix Boulevard Suite 250, Atlanta, GA 30349

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	6/7/2022
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title Facility Maintenance Solution	Solicitation Number 99999-SPD0000154	Contract Number 99999-001-SPD0000154-0001
---	---	--

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Contractor's Name

CGL Facility Management LLC

(hereafter called Contractor)

2. Contract to Begin: 08/15/2018	Date of Completion: 07/14/2021	Renewals: 4
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: _____ Authorized Person to Receive Contract Notices for Contractor: _____

Gregory Westbrook, 770-716-0081, gwestbrook@cglcompanies.com

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 Terms and Conditions for 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.)

CGL Facility Management, LLC

By (Authorized Signature)

Date Signed

7/31/2018

Printed Name and Title of Person Signing

Gregory Westbrook, President

Address

1903 Phoenix Blvd. Suite 250, Atlanta, GA 30349

7.

Agency

Agency Name

Department of Administrative Services

By (Authorized Signature)

Date Signed

8-22-18

Printed Name and Title of Person Signing

Address

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for 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 Services as awarded and may also denote the Contractor providing such Services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the Services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of 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 Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Services that are subject to the Statewide Contract.
- (viii) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Statewide Contract.
- (ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (x) **"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 for the Services 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 the 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.

(xi) **"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 Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the 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 the 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 or invoices shall be null and void.
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, upon Agency's request.

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.
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 the 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 the 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 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 Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Statewide Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will

remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide services similar to the Services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. 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. The 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, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for Services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver Services as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such Service is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

- 1. Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- 2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

 - (i) The Contractor fails to deliver or has delivered nonconforming services or fails to 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 the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The 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;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the 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 services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agencies, upon submission of invoices and proper proof of claim, for Services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the 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.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the 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 of the State's personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract, which are the property of the State;
- (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 Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the 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 must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The 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 State at all times. Some Services performed for the Agency and/or User Agencies may require the Contractor 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 State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The 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 is served upon the Contractor for records containing confidential information, the 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.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The 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, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
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"), the Contractor (and its insurers) 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, the Contractor and its

insurers 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.** The 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.
4. **Patent/Copyright Infringement Indemnification.** 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 Services constitutes an infringement of any United States Letters Patent or copyright, 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, the 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 Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (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 such patent, or copyright 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 Agency as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services 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.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The 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 Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the 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, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed 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 Services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services and Goods.** All services and any goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective services or goods at Contractor's expense. Payment for services and any goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Statewide Contract are 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.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the

concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The 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.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any 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 fully paid for by the User Agencies. Except as otherwise expressly authorized by the Agency, all materials produced 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 work made for hire and shall be the property of the State of Georgia.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the 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.
10. **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 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.
11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The 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 the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of

abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide 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.

12. **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**

If this Statewide Contract includes the provision of goods and in the event that any of the goods are found by the 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 goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the 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 the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the 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 the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the 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 to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The 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. The 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 and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this 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 Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such 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 the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
- 6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the 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 which may occur between the State and the 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 the Contractor may elect to submit the matter for mediation. Either the State or the 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 the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the 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. No subcontract which 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 and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The 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 which 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 the 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 the 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 and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the 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 which 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 the Agency and the 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 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) It 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.** The Contractor shall maintain books, records and documents which 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. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours.

The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The 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 the Services 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 are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the 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 expressed 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. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the 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 the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform,

the 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 the total amount paid to Contractor for the 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 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. 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 the 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.** The Agency and the 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.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed 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. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The 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, which will interfere with the performance of work by any other contractor.

State of Georgia
Statewide Standard Contract Form

Solicitation Title Facility Maintenance Solution	Solicitation Number 99999-SPD0000154	Contract Number 99999-001-SPD0000154-0001
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services

(hereafter called Agency)

Contractor's Name

CGL Facility Management LLC

(hereafter called Contractor)

2. Contract to Begin: 08/15/2018	Date of Completion: 07/14/2021	Renewals: 4
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: Authorized Person to Receive Contract Notices for Contractor:

Gregory Westbrook, 770-716-0081, gwestbrook@cglcompanies.com

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 Terms and Conditions for 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.)

CGL Facility Management, LLC

By (Authorized Signature)

Date Signed

7/31/2018

Printed Name and Title of Person Signing

Gregory Westbrook, President

Address

1903 Phoenix Blvd. Suite 250, Atlanta, GA 30349

7.

Agency

Agency Name

Department of Administrative Services

By (Authorized Signature)

Date Signed

8-22-18

Printed Name and Title of Person Signing

Address

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for 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 Services as awarded and may also denote the Contractor providing such Services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the Services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of 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 Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Services that are subject to the Statewide Contract.
- (viii) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Statewide Contract.
- (ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (x) **"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 for the Services 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 the 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.

(xi) **"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 Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the 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 the 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 or invoices shall be null and void.
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, upon Agency's request.

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.
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 the 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 the 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 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 Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Statewide Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will

remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide services similar to the Services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. 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. The 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, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for Services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver Services as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such Service is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

- 1. Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- 2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

 - (i) The Contractor fails to deliver or has delivered nonconforming services or fails to 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 the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The 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;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the 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 services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agencies, upon submission of invoices and proper proof of claim, for Services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the 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.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the 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 of the State's personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract, which are the property of the State;
- (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 Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the 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 must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The 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 State at all times. Some Services performed for the Agency and/or User Agencies may require the Contractor 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 State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The 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 is served upon the Contractor for records containing confidential information, the 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.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The 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, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
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"), the Contractor (and its insurers) 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, the Contractor and its

insurers 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.** The 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.
4. **Patent/Copyright Infringement Indemnification.** 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 Services constitutes an infringement of any United States Letters Patent or copyright, 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, the 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 Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (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 such patent, or copyright 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 Agency as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services 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.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The 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 Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the 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, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed 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 Services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services and Goods.** All services and any goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective services or goods at Contractor's expense. Payment for services and any goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Statewide Contract are 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.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the

concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The 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.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any 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 fully paid for by the User Agencies. Except as otherwise expressly authorized by the Agency, all materials produced 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 work made for hire and shall be the property of the State of Georgia.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the 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.
10. **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 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.
11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The 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 the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of

abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide 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.

12. **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**

If this Statewide Contract includes the provision of goods and in the event that any of the goods are found by the 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 goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the 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 the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the 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 the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the 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 to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The 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. The 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 and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this 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 Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such 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 the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
- 6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the 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 which may occur between the State and the 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 the Contractor may elect to submit the matter for mediation. Either the State or the 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 the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the 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. No subcontract which 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 and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The 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 which 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 the 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 the 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 and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the 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 which 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 the Agency and the 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 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) It 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.** The Contractor shall maintain books, records and documents which 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. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours.

The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The 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 the Services 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 are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the 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 expressed 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. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the 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 the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform,

the 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 the total amount paid to Contractor for the 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 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. 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 the 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.** The Agency and the 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.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed 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. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The 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, which will interfere with the performance of work by any other contractor.



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☒ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works

ITEM/PROJECT/EVENT:

RFP NUMBER 2019-00032P—FACILITY SECURITY EQUIPMENT, SYSTEMS, AND SERVICES WITH RELATED EQUIPMENT AND SUPPLIES

BACKGROUND INFORMATION:

On October 29, 2019, City Council approved the initial request to piggyback the contract for Johnson Control, Security Solutions, LLC (Tyco Integrated Security, LLC) under the National Joint Powers Alliance (NJPA) (now known as Sourcewell as of June 6, 2018) for Facility Security Equipment Systems and Services with related equipment and supplies; City of Stockbridge Procurement No. 2019-00032P.

On June 11, 2020, City Council approved the request to increase the contract amount for Johnson Controls, Security Solutions, LLC (Tyco Integrated Security, LLC) to an overall contract amount of \$366,821.66

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 100,000.00

ATTACHMENTS: ☒

May 31, 2022 the Public Works Department requested approval to increase the contract amount for Johnson Controls, Security Solutions, LLC (Tyco Integrated Security, LLC) in the amount of \$536,584.92 for installation cost, plus \$5,478 for service cost and monitoring cost for a total amount of \$542,062.92, for Facility Security Equipment, Systems, and Services with Related Equipment and Supplies; to an overall potential contract of \$908,884.58, for the remainder of the term effective through June 30, 2022, and authorized the Purchasing Agent to renew the contract, as renewed by the NJPA, for a one-year period. May 31, 2022, the City authorized the award of Council Consideration Request for (RFP) Number 2019-00032P. The Staff Department is requesting renewal of the contract, as renewed by Sourcewell, for a one-year period.

The NJPA is a cooperative purchasing program, that provide government procurement resources and solutions to local and state government agencies by cooperative purchasing, in which quantities for the same term are combined in order to achieve economics of scale through volume discount pricing.

STAFF RECOMMENDATION:

This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

The estimated annual budget is \$100,000.00.

The Public Works Department has determined that Johnson Controls is performing all its work in accordance with the contract requirements and is providing quality service to the City.

Section 3.30.227— Renewals and extensions. The city council shall approve all renewals or term contract extensions: (A) to afford the city a continuous supply of items or services in the event of the termination or near termination of the award/contract and (B) where cost is greater than fifty thousand dollars (\$50,000.00); and when the original contract was approved by the city council.

Fiscal Impact: Funds will be provided from account number 100-15650-531143.



PROCUREMENT DIVISION

4640 North Henry Boulevard, Stockbridge, Georgia, 30281 | Phone: (770) 389-7900

CONTRACT RENEWAL EVALUATION FORM

Department: Public Works Department

Contact: Decius Aaron/Public Works Director

Contract No.: Johnson Controls (Tyco Integrated Security, LLC) - Facility Security Equipment, Systems, And Services With Related Equipment And Supplies, City of Stockbridge RFP No. 2019-00032P; National Joint Powers Alliance (NJPA) (now known as Sourcewell) Piggyback Contact Number 030421-TIS

The Piggyback Contract for Johnson Control Security Solutions, LLC (Tyco Integrated Security, LLC) under the National Joint Powers Alliance (NJPA) (now known as Sourcewell) Contract #030421-TIS expires **April 22, 2025**. Per the terms of the Sourcewell Piggyback Contract, this contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

Please complete the Survey (Section 1, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please provide a brief explanation. Per Section 2, please indicate whether you wish to rebid this contract.

Section 1: Contractor Evaluation

	YES	NO	N/A
1. Contractor performed all work in conformance with the Contract requirements?	<u>X</u>	—	—
2. Contractor was responsive and professional?	<u>X</u>	—	—
3. Are you satisfied with the quality of the work performed by Contractor?	<u>X</u>	—	—
4. Did Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract?	—	—	<u>X</u>

Comments: _____

Section 2: Renewal

☐ No, we wish not to renew. Please close Contract

☒ Yes, we wish to renew

☐ This contract has no renewals left. I wish to rebid. Please see the attached verified scope of services.

a) Check the appropriate box below

☒ renew per the terms & requirements of original Contract
☐ renewal to include additional/modified terms & requirements, please contact me for details

Please sign and return this form to: Wanda J. Cooley, Procurement Specialist
Procurement Division

Questions regarding this form should be directed to: _____.

Submitted by:

Decius T. Aaron

(Department authorized signature)

Decius T. Aaron

(printed name)

Public Works Director

(title)

February 1, 2023

(date)

**Solicitation Number: RFP #030421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyco Integrated Fire and Security dba Johnson Controls, 2400 Skymark Avenue, Mississauga, Ontario L4W 5K5 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility Security Systems, Equipment, and Software with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will deliver its standard terms and conditions for monitoring services, and its standard terms and conditions for the scope of all task orders, to be incorporated in transaction documents with the Participating Entity. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable for indirect or consequential damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

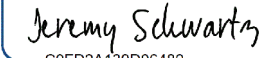
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Tyco Integrated Fire and Security dba
Johnson Controls

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/20/2021 | 1:08 PM CDT

DocuSigned by:

8EC6384F35CF4AB...

By: _____
Jeff Coles
Title: Regional VP Canada
Date: 5/27/2021 | 12:39 PM PDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 5/27/2021 | 2:41 PM CDT

RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

Vendor Details

Company Name: Tyco Integrated Fire & Security Canada Inc.
Address: 2400 Skymark Avenue
Mississauga, Ontario L4W 5K5
Contact: Grant Foster
Email: grant.foster@jci.com
Phone: 613-219-6782
Fax: 905-212-4601
HST#: 86608 6671RT0001

Submission Details

Created On: Tuesday March 02, 2021 16:25:17
Submitted On: Thursday March 04, 2021 12:48:12
Submitted By: Audie Machado
Email: audie.machado@jci.com
Transaction #: 28b3581c-5c0f-4f07-8361-d4f9f8c30f8a
Submitter's IP Address: 104.129.195.0

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Tyco Integrated Fire and Security dba Johnson Controls	*
2	Proposer Address:	2400 Skymark Avenue, Mississauga, Ontario L4W 5K5	*
3	Proposer website address:	www.JohnsonControls.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Coles, Regional VP Canada 2400 Skymark Avenue, Mississauga, Ontario L4W 5K5 jeff.coles@jci.com 905 747 3886	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves, Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Audie Philip Machado, National Account Manager 2400 Skymark Avenue / Toronto, Ontario L4W5K5 / CANADA audie.machado@jci.com 416-884-0436	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Johnson Controls has been operating in Canada for over 50 years and over this time we have built up our capacity and capability. We are experienced, financially sound and work hard to ensure our personnel is committed to delivering the right solutions to over 100,000 customers throughout Canada. In February 2014 Tyco combined its SimplexGrinnell and Tyco Integrated Security operations in Canada into one integrated fire and security business, which will go to market as Tyco Integrated Fire & Security. Tyco has been delivering to the security, fire, and life safety industry for years and has built a wealth of expertise, solutions, and people, process, tools, and structures to deliver CCTV products, and related installation and services globally and in Canada. As a combined fire and life safety business in Canada, we strive to provide end-to-end security, fire, and life safety solutions. Along with our 2,000 employees in Canada, we are established in our relationships with a wide variety of manufacturers, and, installation & service third-party vendors and sub-contractors. This combination of internal and external resources helps our organization provide products and end-to-end solutions for intrusion detection, access control, CCTV, and fire and life safety systems and solutions. This positions our team to deliver customer requests for complex integration and standardization, within platforms, across platforms, and beyond security and fire and life safety.	

Core Values, Business Philosophy

Johnson Controls Values:

INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make.

PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment.

CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions.

FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.

ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.

Johnson Controls has been operating in Canada for over 50 years and over this time we have built up our capacity and capability. We are experienced, financially sound and work hard to ensure our personnel is committed to delivering the right solutions to over 100,000 customers throughout Canada. Building on a strong heritage, we've combined our Installation and Services businesses in Canada. On March 28, 2015, the entity was created on the amalgamation of Tyco International of Canada Ltd. and Tyco Integrated Security Canada, Inc. This combination of our heritage resources - Tyco Integrated Security (formerly ADT commercial), SimplexGrinnell, and Intercon - positions us as a leading-edge innovation and growth company.

Products Or Services

Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons:

Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime.

Experienced technicians ensure that repairs are done right and in a timely manner.

Standardized reporting and documentation.

Customized service plans to meet any customer's needs.

Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves. Additionally, Johnson Controls has a Warehouse in Atlanta, Georgia. Staffed with approximately 250 full-time personnel, our team ensures orders are filled promptly. This 240,000 square foot facility stocks extensive inventories of all of the products sold by legacy Tyco International companies, including Simplex fire alarm panels and peripherals, Grinnell and ANSUL fire suppression products, SoftwareHouse, Exacq, Kantech, DSC, and American Dynamics security equipment, and all brands of Nurse Call solutions offered currently or in the past. The warehouse ships an average of over 12,000 orders a month, some 6,000 plus items each month are shipped to Johnson Controls offices.

8	What are your company's expectations in the event of an award?	Tyco Integrated Fire and Security dba Johnson Controls expects to build upon our USA entity's previous contracts successes. We will be utilizing the USA-based Cooperative team to leverage their expertise and knowledge to assist us in quickly going to market. We are looking to re-focus personnel to expand existing local branch relations with RMA to support growth. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyco Integrated Fire and Security is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Tyco Integrated Fire and Security's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters	*
10	What is your US market share for the solutions that you are proposing?	Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company A worldwide leader in market share for Fire Services (7%). No other company has attained greater than 9% of the market share. America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share. America's leader in market share for Fire Products (12.3%). No other company has attained greater than 10.5%. Security Integration greater than 5% Share Of Global Market One of the top 6 in the Chiller market with 15% of the market share. One of the top 6 in the Building Automation and Controls market with 5% of the market share.	*
11	What is your Canadian market share for the solutions that you are proposing?	Market share information is provided below for the Fire Products and Fire Services markets of Johnson Controls International, the parent company A worldwide leader in market share for Fire Services (7%). No other company has attained greater than 6% of the market share. America's leader in market share for Fire Services (8.3%). No other company has attained greater than 6% of the market share. America's leader in market share for Fire Products (6.3%). No other company has attained greater than 5.0%. Security Integration greater than 5% Share Of Global Market One of the top 6 in the Chiller market with 15% of the market share. One of the top 6 in the Building Automation and Controls market with 5% of the market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	A - Johnson Controls is a reseller and service provider. Johnson Controls designs and manufactures integrated systems to detect intrusion, control access, and react to movement, fire, smoke, flooding, environmental conditions, industrial processes, and other hazards. In addition, Johnson Controls designs and manufactures fire detection, fire sprinkler, fire suppression, emergency communications, and nurse call systems in both new and existing facilities. Johnson Controls' commitment to providing high-quality life safety solutions runs as deep as our resources. As a highly recognized systems integrator, Johnson Controls has unique ties to brands such as Simplex, York, Metasys, Software House access control systems, American Dynamics, and Exacq CCTV and VMS systems. This equipment is manufactured by our sister company, Tyco Security Products. Consequently, the Johnson Controls team has factory-direct access to TSP's products, pricing, services, and support.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Johnson Controls is qualified to do business in all 50 US states with over 10,000 employees. Regarding contractor & business licensing, Johnson Controls Fire Protection currently operates from more than 120 offices across North America and holds over 2,300 separate required licenses related to Fire Protection & Security Services. Licenses Johnson Controls is legally qualified to do business in all states in the United States and numerous foreign countries. Johnson Controls holds all necessary licenses and registrations to conduct its business. UL Certification Underwriter Lab (UL) is a safety science company that certifies, validates, tests inspect, audits advises, and trains. The requirement for UL system certification varies by area, even within the same state. The process of every aspect of a fire system, extending beyond the usual codes and standards. For example, when a fire system is installed, UL certification would involve very specific documentation and verification process: documenting each piece of equipment, ensuring that each piece bears a UL sticker and is a listed product; confirming the number and color of wires, and so on. Other UL certifications apply to our district or regional offices and must be renewed yearly. These address areas with a lower incidence of false alarms because systems are being installed and maintained properly. UL certification simply makes systems better for our customers and our company is audited by UL every three years to help ensure a quality program. Johnson Controls also has UL-certified products ranging from smoke detectors for special applications to Central Station protective signaling devices. Certifications Johnson Controls technicians are trained and certified in programs by in-house learning management trainings as well as independent, third parties. Our certifications are used as a benchmark of the people who work in life safety. NFPA Certification NFPA (National Fire Protection Association) certification puts an individual into an elite group with exceptional and extraordinarily comprehensive knowledge. NFPA's Certified Fire Protection Specialist (CFPS) program is extremely challenging and a limited number of individuals worldwide have been certified. We have NFPA-certified resources on staff, ranging from technicians to managers, who can offer their

		expertise to our employees company-wide. NFPA does not write codes or standards themselves; they facilitate all-volunteer committees of fire safety professionals who represent all aspects of the industry: enforcers such as AHJs; installers, engineers, owners, and maintenance technicians. The NFPA guides the discussions, bringing the volunteers together to review industry activity and work to reach consensus to develop codes. Johnson Controls Fire Protection is proud to have numerous volunteers working to improve fire safety via NICET committees. It keeps us on the cutting edge of industry changes and helps us drive improvements that better the life-safety industry. We think of safety first, always, voting for new codes even if it will require us to change our products to comply. NICET Certification Our top-quality service workforce includes over 1,700 NICET-certified technicians and that number grows every year. NICET (National Institute for Certification of Engineering Technologists) is significant in our industry. Individuals test based on their area(s) of life-safety disciplines, such as fire alarm systems, sprinkler design, sprinkler inspector, inspection and testing of water-based systems, special hazards suppression systems, water-based layout, audio systems (for low-voltage communications such as public address and sound-reinforcement systems), video security systems designer/technician (a security certification). Individuals are certified as they pass different levels of testing, with one to four levels per discipline: beginner, intermediate, advanced, and expert. Each level can involve dozens of tests. Our company's focus on helping our workforce train for, test, and achieve NICET certification improves our ability to safeguard your people and property. Our workforce includes NICET-certified technicians in every state where certification is required, but we also strongly recommend certification for all of our technicians. The bottom line? We have high-caliber people who take their jobs seriously and we support them during their continuous efforts to advance their skills. It's part of our commitment to always bring you the best in fire and life-safety protection.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good

Fortune Magazine	
AAA Rating	
Environmental, social, and governance	
MSCI Socially Responsible Indices	
Carbon Clean 200	
Biggest public companies ranked by green energy revenues	
Corporate Knights and As You Sow	
Energy Star Most Efficient 2020	
Most efficient products	
Energy Star	
Environmental Leader Project of the Year	
For partnership with The University of Hawai'i (UH) Maui College	
Environmental Leader and Energy Manager Today	
Top Project Judges' Choice Award	
for its impressive strides in sustainability and renewable energy	
Environmental Leader and Energy Manager Today	
Environment + Energy Leader 100	
Terrill Loughton, VP, and GM of Energy Optimization and Connected Equipment	
Environmental Leader and Energy Manager Today	
INNOVATION	
Johnson Controls Top 100 Global Innovators, 5-time winner	
Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019, 2020	
Clarivate Analytics	
Overall IoT Company of the Year, 2020	
Top companies, technologies, and products in the global Internet of Things (IoT) market	
IoT Breakthrough	
Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)	
optimize energy efficiency, make the best use of available space and help the building's occupants be more productive	
Digie Award	
QUALITY / PRODUCTS	
Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.	
Humanitarian Award, 2019	
Fire Commissioner's Humanitarian Award	*
Fire Department of the City of New York Foundation	
Sustainability Product of the Year	

The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice.

The Business Intelligence Group

Edison Award

Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category

The Edison Awards annually honor excellence in human-centered design and innovation

Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards

Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers

Brandon Hall Group

YORK® YHAU CGN Absorption Chiller – Heater

use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential

New Products for Engineers

2018 IW Best Plants Winner, Norman OK plant

Operational excellence

Industry Week

four 2019 World Class Briefing Awards

for its excellence in management, planning, customer experience, and measurement

Association of Briefing Program Managers

Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE)

Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive

Digie Award

WORKFORCE DIVERSITY

Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award

Commitment to creating a diverse and inclusive workforce

African American Chamber of Commerce

Top 50 Employers for Women Engineers, 2019

Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women

Women Engineer

50 Best Companies for Diversity

Dec 2018

Black Enterprise Magazine

Top Employer – China, 2019

For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to

		develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.	
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 20% yearly.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 16% yearly.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aramark - \$2.1M Kinetic Cooperative (Canada) - New Award	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PWGSC – CCTV SO – approximately \$300K/YR PWGSC – IDACS SO – approximately \$400/YR	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Lethbridge	Dean Romeril	Dean.romeril@lethbridge.ca 403-330-3382	*
Saskatchewan Health Authority	Larry Clark	larry.clark@saskatchewanhealthauthority.ca 306-766-8634	*
Alberta Health Services	Ed Colbourne	Ed.Colbourne@albertahealthservices.ca 780-849-5101	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto Transportation	Government	ON - Ontario	Access Control	Varies by product and scope	\$365K	*
Town Of Vermillion	Government	AB - Alberta	Video & Access Controls	Varies by product and scope \$5-\$20K	\$110K	*
City of Toronto Schools	Education	ON - Ontario	Access Control	Varies by product and scope	\$250K	*
UBC	Education	BC - British Columbia	Access, Fire, Video	Varies by product and scope	\$1.3M	*
City of Vancouver	Government	BC - British Columbia	Fire, Video, Controls, ESPC	Varies by product and scope	\$6.8M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Locations Of Your Network Of Sales and service providers Johnson Controls owns and operates over 120 offices throughout North America. Each of these offices features a unique capability as a "one-stop" provider in their respective geographic areas. Each facility is staffed with a range of specialized employees who have many years of collective experience in the industry. We have provided a listing of office locations. A services organization staffed by more than 8,900 technicians, installers, and other professionals. Through this organization, Johnson Controls provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting security, fire detection, fire suppression, and other life safety systems. Our experienced employees design, develop, manufacture, distribute and service our life safety, communication, healthcare, and/or security solutions. Our team works with the appropriate individuals to ensure that our solutions meet all applicable codes and also to maximize the value to our customers. Therefore, we can work as a team to provide value-added services throughout the entire project, as well as during critical support phases post-warranty stages. Our local offices throughout North America are also able to provide a wide array of value-added services listed on the following pages. Our test and inspection, preventative maintenance, and 24/7 emergency services cover numerous life and property protection systems installed in a building - including equipment provided by other manufacturers. Our services include: • Phone Response: The local office can offer support over the telephone. Support personnel often determine if an on-site response is needed. • On-site Response: Our qualified technical representatives can be dispatched to the site if necessary, to begin the troubleshooting and diagnostic process. Service vehicles are equipped with the necessary tools. • Dedicated Technicians SimplexGrinnell can provide dedicated full-time service technicians at the client's facility. Many SimplexGrinnell customers elect these services for large facilities and campuses. Project Management Capabilities The local Offices have experienced engineering and project management staff. These personnel provide engineering and project management to large, complex, multi-building projects. Our Project Managers have a broad range of experience with similar projects. Their responsibilities with a project include the following: • Managing system programming • Preparation of Operation and Maintenance manuals • Managing training resources and scheduling • Developing test protocols • System testing documentation • Maintenance of record drawings • Coordination and scheduling of all subcontracted labor • Scheduling resources • Status determination • Issue identification and resolution

		Communication with the other personnel associated with the project. Johnson Controls employs over 2,000 full-time sales professionals; 750 of these individuals are focused on selling contracting work and larger projects in our managed account portfolio. The balance of our sales force is oriented to selling service contracts. Each of our 120 offices has a mix of contracting and service-oriented salespeople. The size of the market depends on the sales staff size and alignment to the market.	
24	Dealer network or other distribution methods.	Our team has factory-direct access to a leading fire alarm, fire suppression, sprinkler, HVAC, and security products via the Johnson Controls family of products. These include: Metasys York Tyco Simplex Fire Alarm Systems Ansul Fire Suppression Systems Hygood Fire Suppression Systems Neuruppin Fire Extinguishers Pyro-Chem Fire Suppression Systems SKUM Foam Firefighting Products Grinnell Sprinkler Components American Dynamics CCTV Systems Exacq IP Video Surveillance Solutions DSC Security Products Illustra Cameras Proximex Physical Information Management Systems Software House Access Control Systems Kantech Access Control Solutions Scott Life Safety Products CEM Security Management Solutions Bentel Security and Fire Control Systems Visonic Wireless Alarm Systems EZ Care Nurse Call Products Sensormatic Executone Nurse Call Systems Zettler Nurse Call Systems We also have national agreements with today's leading life safety manufacturers to facilitate the integration of their products into our customers' life safety systems. These include, but are not limited to: Kidde Fire Extinguishers Marioff Aimetis Axis Communications	

	BCDVideo
	Cisco
	Milestone
	Pelco
	American Signal Corporation
	Arecont Vision
	Assa Abloy DSS
	AtHoc (Desktop Alerts, System Integrations)
	Automatic Control Systems
	Code Blue
	Commend
	Cooper Notification - WAVES
	Dell
	DVTel
	Dynalock
	Fargo
	Firetide
	FLIR (Thermal Imaging)
	HES (Strikes)
	Hewlett Packard via Burgess Computer Decisions
	HID Corp.
	Inova Solutions
	Interlogix - International Fiber Systems
	Intransa
	IQInvision#
	Keyscan (Canada Only)
	L1 Identity Solutions
	Mate Intelligent Video
	Middle Atlantic Products
	Milestone
	OnSSI
	Pivot 3
	S2 Security Systems
	Salient Systems
	Schneider Electric (Continuum)
	Securitron
	Sielox
	Sony

		Talk-A-Phone Tomsed Ultra MagiCard/ Ultra Electronics UTC Fire and Security - Facility Commander Wnx UTC Sentrol Vicon VideoIQ# Winsted Rauland Tektone Valcom Versus Vocera Emergin Ascom Heritage Lenel	
25	Service force.	Johnson Controls owns and operates over 120 district offices across North America, instead of a dealer network. Our offices are centered around major metropolitan areas. This allows our 2,000 sales professionals to focus 100% of their attention on meeting the fire and life safety equipment and service needs of our clients and potential clients surrounding these areas. Johnson Controls self-performs all service work for the fire and life safety systems contemplated by this RFP. Across North America, our services organization is staffed by more than 9,000 technicians, installers, and other professionals. Through this organization, our team provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing, and supporting fire detection, fire suppression, and other life safety systems.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We made this change to centralized services to improve our customer service experience. We have benchmarked ourselves against other companies and we determined that a centralized dispatching approach will help us deliver a better, more consistent service experience. The change to a centralized model will help us to better communicate with customers throughout the duration of the service request. We'll be able to better leverage technology and a standard business process to keep the customer informed. The local office will still be responsible for executing the service work with our local technicians, and in fact, will be better able to concentrate our efforts on ensuring customers receive the high-quality service they expect and deserve. All inspection-related service work will be coordinated and scheduled with the local office. Cooperative Communication Standards PREMIER EMERGENCY CALL System/unit is not operational and backup system/unit is not available. Life safety and property protection are non-existent or property assets are in imminent danger of significant damage. • Technician will be dispatched within 3 hours unless a different time frame is required by applicable law PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit integrity. • Technician will be on-site within 24 hours THREE DAY SERVICE CALL System/unit is operational; general repair is required. • Technician will be on-site within three (3) business days SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service work. • Technician will be on-site within fourteen (14) calendar days ALL SERVICE RATES WILL BE BILLED ACCORDING To the Sourcewell Agreement, Local Branch Rates Less Discount The minimum charge for an Emergency and a Priority Call is 3 hours The maximum travel charge is 4 hours Overtime fees prevail before 7:00 AM or after 4:30 PM and double-time fees prevail on weekends and holidays Mileage – Standard rates apply for service calls calculated from branch to job site including truck Fees Contracting All Contracting opportunities (new equipment and installation) will be handled by the individual districts and local sales representatives who ultimately have the relationships with the NJPA clients. All quotes and pricing will be monitored by our compliance group and the National NJPA program manager to ensure 100% compliance.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls has sister companies available to support all geographic areas in the United States: Johnson Controls Fire Protection, Johnson Controls Security Solutions, and Johnson Controls Inc.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyco Integrated Fire and Security will support all geographic areas and market sectors of Canada through the proposed contract. We will be offering and promoting an awarded contract to all NJPA member segments and verticals through the proposed contract.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographic areas will be fully serviced.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors will be fully serviced.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls has sister companies available to support all geographic areas in the United States: Johnson Controls Fire Protection, Johnson Controls Security Solutions, and Johnson Controls Inc.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Tyco, Johnson Controls USA Cooperative Team, and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's National Sales Manager, Mr. Tom Staves, will continue oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients: Ms. Mary Beth Alexander - New Hire (March 2021) Hayley Nitschke - Marketing The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in the process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Johnson Controls, Inc. has had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from some our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Inc, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection. Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; creating a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers. We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most of our products are designed, developed, and integrated to meet specific customer needs. We can include select suppression products (fire extinguishers) and other off-the-shelf products using this ordering method.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our team offers a variety of training programs suited to meet every aspect of the customer's needs/request. Depending upon the type of system sold, customer training is part of the original submittal. For instance, security systems are typically sold with an extensive training entre that commences upon system acceptance. Fire Alarm systems generally have operational training included with the sale of a new panel/system. Our team offers the following types of customer training for all types of systems Security, Fire Alarm, Sprinkler, and Suppression). Onsite – Operational Onsite – Customer Assisted Inspections Off-Site – Maintenance Factory Certified Training Most of the onsite training can be provided at minimum to no cost, though this depends on the requirements of the training syllabus. For instance, some customers require operational training to be videotaped for future reference, etc.; this would be an additional charge. All offsite training would be at an additional charge though some program attendee's only need to pay for their hotel and transportation as actual training is free. There is a variety of programs, which depends on the overall need and how much training the customer wants to receive as this ultimately determines the cost.
37	Describe any technological advances that your proposed products or services offer.	Johnson Controls is the world's largest pure-play life safety systems provider in the industry. As such, Johnson Controls is dedicated to being on the cutting-edge of today's fire and life safety technology. We recently introduced the Open Blue Platform to support our customers. The new services suite, available starting from October 2020, integrates touchless technology, sophisticated ventilation, and sanitization systems as well as a flexible infrastructure into digital offerings. This allows a comprehensive range of HVAC, Fire Protection, and Security services to be monitored and managed remotely throughout normal, emergency, and pandemic circumstances. OpenBlue is a complete suite of connected solutions that serve industries from workplaces to schools, hospitals to campuses, and more. This platform includes tailored, AI-infused service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. A dynamic new space from Johnson Controls, OpenBlue is how buildings come alive. This Highly tailored service for fire protection and security use data-driven insights to support better planning and decision-making enhanced productivity and optimized performance. OpenBlue technology powers service the way you want it, with options including predictive maintenance, remote diagnostics, and advanced monitoring.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Johnson Controls, we’ve been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources. Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind: • Supporting our company’s growth and exceeding our customers’ increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We’re proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years. 2020 World’s Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved. 100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking. MSCI AAA Status. This is Morgan Stanley’s sustainability index. Only 5% of companies achieve AAA. S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well. Here are just some of the reasons why we’ve received this recognition: • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions. Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Johnson Controls, our vision is a world that's "safe, comfortable, and sustainable"—and our broad set of innovative security products and services focuses on what you need to make people, facilities, and assets safe. Johnson Controls F leverages the world-class products and services of our affiliates, such as Ansul, Master Protection/FireMaster, Scott, York, Metasys, and Tyco Security Products. Serving a geographic area that covers all of North America, Johnson Controls is committed to being a single-source provider that delivers unequalled customer service. Johnson Controls features a number of distinguishing competencies: • Highly reliable, technologically advanced fire, life safety, integrated security, communications, and workforce management systems and services. • A network of company-owned offices across North America with high-quality systems and consistent services at the local level. Johnson Controls Benefits Include: An Experienced Partner. Johnson Controls' industry expertise spans key vertical markets, including Healthcare, Higher Education, Utilities, Industrial, Manufacturing, Transportation, and Government. Global Resources. Johnson Controls offers local, in-market expertise with regional, national, and global support networks. These networks share resources to support our client's needs and requirements. Best Practices. Our organization seeks to make strategic investments that result in continuous product innovation backed by patent protection. Strategic Plan. Johnson Controls' business model is designed to minimize project risks, preserve our client's profits, and automate efficiencies. By doing so, we gain real-time intelligence from a single, scalable platform capable of providing integrated solutions. Enhanced Services Capabilities Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems. Continuous monitoring and diagnostics enabled by IoT connectivity with a cloud-based platform Field data acquisition enabled by non-intrusive diagnostic technologies and trending analytics Rapid response and issue resolution through Remote Service Support Predictive Diagnostics to diagnose deficiencies and extend equipment life Connected systems providing automatic notifications to helping prevent system failures 24/7 monitoring and live advisory support Preventative maintenance for enhanced system performance and false alarm reduction Xaap (SaaS) solution that provides a centralized platform for building compliance data	*

Table 9: Warranty/Performance Standards or Guarantees

Describe in detail your manufacturer warranty program or performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty or performance materials (if applicable) in the document upload section of your response in addition to responding to the

questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.	*
43	Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
46	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components.	*
48	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
49	Describe any service contract options for the items included in your proposal.	TYCO / Johnson Controls offers a suite of advanced connected life-safety services and technologies powered by OpenBlue. This suite is combined with our technicians' extensive industry knowledge and training to help ensure improved performance and reliability, code compliance, and operational efficiency of customers' fire and life-safety systems. • Rapid response and issue resolution through Remote Service Support • Predictive Diagnostics to diagnose deficiencies and extend equipment life • Connected systems providing automatic notifications to helping prevent system failures • 24/7 monitoring and live advisory support • Preventative maintenance for enhanced system performance and false alarm reduction • Xaap (SaaS) solution that provides a centralized platform for building compliance data 1-5 year plans are available. We cover parts and labor for normal wear and tear. We also offer preventative maintenance plans where we proactively test systems and provide detailed status reports on findings. These can be performed monthly, quarterly, bi-annually, or annually based upon your needs. Johnson Controls Maintenance Plan will distinguish between hardware and software preventive maintenance. In general, computer-skilled technicians perform software preventive maintenance, and hardware preventive maintenance is performed by our Maintenance Technicians. An important part of our maintenance approach is the incorporation of the individual security system's preventive maintenance requirements as specified by the original equipment manufacturer (OEM).	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	It is the intent of Johnson Controls Security Solutions to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our team's sales representatives will meet with end-user customers and will develop an estimate. The sales representative forwards the estimate to an internal compliance manager who will put together the quote for the customer in accordance with the Sourcewell pricing awarded values. This individual then sends the proposal back to the sales representative so they can provide it to their customer. Throughout the process, there will be hooks in place to monitor the entire sales cycle, from initial contact to the closing of the individual sales. A lead program will be instituted that will track all Sourcewell opportunities. Our in-place "Salesforce.com" system will be used to track the sales process and will also be able to provide status updates in real-time. Also from an IT perspective, hooks will be in place to monitor overall program compliance and ensure that proper pricing and prevailing wages are being utilized. To process a completed sale, a Purchase Order or customer signature is required. Contract Sales will be entered by our local office sales personnel and the orders will be tracked within our in place "Compass" system utilizing a Sourcewell Customer Account Identifier.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyco will accept Purchase and Credit Cards for payment processing at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	TYCO/Johnson Controls pricing model is a line item pricing methodology, same methodology from previously awarded contract 031517-TIS in the USA. TYCO/Johnson Controls will convert the price file using the Canadian exchange rate and will also include an uplift of 5% across all products and services.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	GSA Pricing represents a minimum discount of 20-25% from Canada local branch commercial rates.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most JCSS solutions are customized for each facility and do not qualify for volume discounts.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	These items will be supplied at an NTE cost + 30%.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The Sourcwell sell prices are what the customers pay	*
59	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	On installation projects, shipping is included. There are times when shipping will be added to "Box" sales but this is rare	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no additional fees outside of very remote locations that would require a considerable time and effort to reach. In these cases, additional costs would be discussed at the ordering level and billed in accordance with per diem rates.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are not any different policies for these locations or other remote areas. Standard policy prevails	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	TYCO / Johnson Controls uses a compliance manager to build all quotes from sales representative estimates to ensure that each proposal is compliant with the awarded contract pricing terms. Additionally, systemic oversight exists and will not allow the proposal to be generated that doesn't meet the minimum requirements. Additionally, there is a review process that happens before booking that reviews documentation, customer master setup, to ensure accuracy.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	TYCO / Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
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65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	TYCO/Johnson Controls now provides a wide spectrum of innovative products, expert installation and services, and systems integration to help improve operational and energy outcomes for customers worldwide. SECURITY Help protect and enhance working and living environments today and tomorrow with integrated, customer-specific solutions from the world's leading security company. • 24/7 remote monitoring • Access control • Advanced video surveillance • Intrusion detection FIRE, LIFE-SAFETY & HAZARD PROTECTION Help keep people and assets safe with comprehensive solutions, design, installation, service and monitoring from a world leading fire and life-safety systems provider. • Fire alarm systems • Fire sprinkler systems • Fire suppression systems • Mass notification systems • Special hazard solutions BUILDING SERVICES & PARTS Tap into resources of the industry's largest service network for HVAC, security and life-safety system installation and product support. More than 12,000 technicians working out of nearly 500 local offices can provide 24x7x365 proactive monitoring, remote and on-site service and repair, and replacement parts. • Aftermarket parts • Building remote monitoring • Building system and HVAC repair • Planned and preventive maintenance • Predictive and diagnostic services • Security and life-safety system repair LIGHTING CONTROLS & RETROFIT Save energy, minimize costs and meet organizational goals with a range of services, from business remodels, to new construction lighting design, to municipal street lights. • Lighting retrofits BUILDING AUTOMATION SYSTEMS Connect commercial HVAC, lighting, security and protection systems on one platform. Vital data and insights improve efficiency, productivity, and occupants' comfort and safety. • Metasys® building automation system • Metasys Enterprise Optimization applications RETAIL SOLUTIONS Gain real-time insights into retail facilities, inventories, employees & customers to achieve maximum business performance in a digitally driven shopping world. • Loss Prevention • Inventory Intelligence • Traffic Insights OPERATIONAL INTELLIGENCE & LOSS PREVENTION Helps minimize costs, maximize operational performance and enhance return on investment in security programs with business intelligence solutions. • Information management solutions • Real-time location systems (RTLS) for asset management • Video and traffic analytics BUILDING WIDE SYSTEMS INTEGRATION Construct a smarter building by converging building, business/IT and specialty systems on an intelligent infrastructure. Let us streamline the process to measurably improve initial and lifecycle costs, enhance function, ensure connectivity and create an innovative, optimized, sustainable environment.
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66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Access Control Electronic Access Control Physical Access Control Managed Access Control Hosted Access Control Intrusion Detection Mobile Security Management Burglar Alarm Systems and Installation Panic Devices and Protection Solutions Perimeter Protection Video Surveillance Video Monitoring Systems Video Surveillance Systems Video Analytics Managed Video Smart Elevated Skin Temperature Scanning Solution Cloud Solutions Cloud Video DataSource Mobile Security Management Life-safety and Communications Emergency Communications Mass Notification Active Shooter and Emergency Preparedness Healthcare Communications	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Alarm, alert, and signal systems	☒ Yes ☐ No	Our fire alarm control panels are the heart of a robust and scalable fire and life-safety communications system. Intelligent, configurable, and expandable, they can meet a wide range of customer and building needs. Our addressable control panels can pinpoint the source of a fire, alert, trouble, or other system event while offering a modular design and an intuitive interface—features that make them easier to install, more reliable, and easier to manage and maintain.	*
68	Building security automation and integration, lighting control, and occupancy detection solutions	☒ Yes ☐ No	Our building automation systems are the foundations of modern building energy management efficiency. Intelligent, world-class technology systems will connect your commercial HVAC, lighting, security, and protection systems. This enables them to communicate on a single platform to deliver the information you need, allowing you to make smarter, savvier decisions while enhancing your occupants' comfort, safety, and productivity.	*

69	Fire detection, sprinkler and suppression systems	☒ Yes ☐ No	Effective fire suppression is a multifaceted challenge that demands a wealth of products, systems, and knowledge. We have long been a leader in this vital element of helping to protect people and property. In fact, we invented the very first sprinkler more than a century ago and have been delivering expertise, innovations, and service to our customers ever since. Today, we manufacture, configure, and install an unmatched range of fire suppression systems including sprinklers and valves, extinguishers and agents, special hazards systems, related components, and fittings. We serve large, multi-site projects through a network of design centers of excellence. We provide software that helps users design and configure systems to meet their unique requirements. Fire suppression solutions from Johnson Controls can help you meet your most vital mission: safety. We offer fire and life safety products from a wide range of brands to meet specific customer needs globally. Control Panels Sensors and Initiating Devices Notification and Audio Devices Networks and Workstations Emergency Communications We offer fire suppression products from our broad portfolio of brands to meet specific customer needs globally. Fire Sprinklers LFP® Antifreeze Fire Valves and Devices Fire Grooved Couplings Water Mist Fire Protection Solutions Fire Sprinkler System Design and Software Gaseous Systems and Control Panels Residential Fire Sprinkler Systems Fire Extinguishers Restaurant fire suppression system Vehicle Systems Industrial Systems Foam, Concentrates, Hardware, and Equipment Hazardous Spill Control Autonomous Fire Suppression Mechanical Fittings and Supports Cold Storage Fire Sprinkler Systems	*
70	Intrusion and breach prevention and detection solutions	☒ Yes ☐ No	Protecting your home and business is of the highest priority. Identifying potential physical threats at the earliest will contribute to safeguarding your assets, quickly alert the right authorities, and also prevent any untoward incident from even occurring. At Johnson Controls, we offer a wide range of security products, which will help you do just that. From detectors and sensors to signaling systems coupled with cutting-edge innovation—like PowerG technology—we provide holistic solutions to strengthen your security. Our security specialists offer a range of perimeter protection solutions to suit small businesses and large enterprises. Whether you want to better manage vehicle traffic in and out of your premises or allow clear access to authorized personnel, we offer round-the-clock protection.	*

71	Glass and window security, armor, and ballistic applications and solutions	☒ Yes ☐ No	Commercial alarm solutions require an array of specialized products—from sensors and detection panels to integration and remote management tools—as well as the expertise and capabilities to integrate them into reliable, robust protection systems. Infrared, photoelectric, and motion sensors Industry-leading intrusion detection panels Monitored 24/7 with emergency dispatch Flexible integration with existing systems Inspections, maintenance, service, and support Local, state, and federal regulatory compliance Online management for easy arming/disarming and monitoring Easily integrated with video, access control, and other systems Alarm verification to reduce or eliminate false alarms	*
72	Closed circuit television (CCTV), surveillance, and recording solutions	☒ Yes ☐ No	Cameras have always been an integral part of any monitoring system and are extensively used, now more than ever. Recognizing the potential of video surveillance to enhance security, Johnson Controls brings you integrated solutions to simplify as well as strengthen your video surveillance systems. The array of cutting-edge products provide end-to-end support—from cameras and monitors to software for easy integration; collection, analysis, and storage of data; all of which contribute to building a powerful and effective security system Video Management Systems License Plate Recognition Video Intelligence Analytics at the Edge IP Camera Features in Action Video Management Technologies Mobile Apps Video Management System Hardware Monitors Network Video Recorders Encoders Network and Digital Video Storage Video Surveillance IP Cameras	

73	Facility and parking access control solutions	☒ Yes ☐ No	Access control is the first line of defense when it comes to the security of your property. With a host of trusted brands in the industry, Johnson Controls offer an extensive range of products to suit establishments of any size and type. We provide comprehensive solutions for your security needs, from biometric and electronic access control hardware to the integrated software; to ensure that your security system is not only well-equipped but also capable of doing much more. Through our innovative access control products, we ensure businesses are well-equipped to safeguard their assets as well as uphold the safety of their staff and visitors. Access Control Software Access Control Hardware Hosted and Managed Security High Assurance Solutions Perimeter detection Integrated Solutions
74	Artificial Intelligence (AI) and robotic surveillance solutions	☒ Yes ☐ No	More and more, building systems are data-enabled and connected to the web. At Johnson Controls, we are partnering with customers to build smart buildings enabled by artificial intelligence and IoT (Internet of Things). OpenBlue helps enterprises put their building data to work, helping facilities managers discover insights, find efficiencies, and create other sources of value, chief among them sustainability. Johnson Controls is at the forefront of smart facilities with solutions that span your enterprise and offer a wealth of potential benefits. These next-generation smart buildings have unique characteristics that unlock new possibilities for how building occupants—employees and visitors, doctors and patients, or teams and fans—interact with their environment. In partnership with our customers, we are creating a self-conscious, self-healing, and occupant-driven building.
75	Facial recognition and thermal screening solutions	☒ Yes ☐ No	The victor and VideoEdge Facial Biometric Analytic immediately alert operators when known individuals enter an area of interest, allowing for a fast and efficient response. Add up to 1,000 faces to victor's Identity Manager, saving resources and providing a scalable facial recognition infrastructure across dozens to hundreds of NVRs. Images can be dynamically added to the database by uploading headshots or saving video still frames. Stored and indexed faces can be easily searched for across the entire enterprise and the corresponding video is displayed for forensic investigation. Utilize this analytic to spot or search for persons of interest such as VIPs, terminated employees, and known criminals. By integrating victor and VideoEdge Facial Biometric Analytics one can easily manage alarms and associated video for a streamlined surveillance system experience. Our non-invasive, contactless thermal camera is ideal for deployment at controlled entrances to areas and facilities where initial skin temperature scanning is needed for staff and visitors. Johnson Controls smart elevated skin temperature scanning solution comprises of a dual sensor, one Thermal the other Colour, camera, and a temperature calibration device known as a Blackbody.
76	Training, consultative, monitoring, and administrative or technical support services, and supplies	☒ Yes ☐ No	Johnson Controls offers several different on-site training approaches that can be customized to meet each customer's requirements. This training approach offers the following advantages: • It will facilitate a seamless installation • It will have residual benefits for years to come. Our on-site training is designed for the fire alarm system operators who will man the system's head-end equipment. The personnel who will be chosen to maintain the fire alarm system should also attend our on-site training sessions. Many Johnson Controls customers elect to visit the world-class training facility at corporate headquarters in Westminster, Massachusetts where they can take advantage of hands-on training on fire alarm equipment specifically designed for each respective training class. SimplexGrinnell is unique in the industry because we offer custom training courses. It is highly probable that our instructors will be the only personnel in the room with the customer's trainees. We will develop a specific course that will be presented only to each customer's employees. We offer courses for the customer participants who will service, program, and maintain the Johnson Controls fire alarm system. This training will allow each customer's personnel to service and maintain, and to identify, correct, and make adjustments or modifications to our

system. After this training, each customer's personnel should be able to maintain, alter, troubleshoot and manage our equipment.

Online training courses are also offered through the Johnson Controls Learning Network which is Internet-accessible. Customers are provided user accounts to access these courses which can be taken multiple times each if desired.

Monitoring

Our ULC listed monitoring center(s) work with our install team to ensure all zones from your sites have been reported properly. Our Data entry team will make sure your call lists and specific site instructions are added before the installation taking place.

In the event of an alarm emergency, our Central Monitoring Station will notify agencies / chosen individuals. Our technicians continue to call the customer contact list until they successfully reach someone. The personnel located in the Central Monitoring Station can communicate instantly – by phone, cell phone, fax, or pager – with anyone in the United States. Alert situations are brought up immediately on the screen, along with a profile containing all pertinent information such as:

- The nature of the incident.
- The person or persons to be contacted.
- The procedure to follow in case of emergency.
- The location of where the call is originating
- The procedure to follow in case of emergency

Johnson Controls Holds a Patent for its Leading-Edge Telecommunications Technology

- Identification of whether a smoke detector, air duct detector, or heat detection alarm has been activated.

The Center monitors fire systems, security systems, remote CCTV systems, and elevator alarm systems, and its services are exclusively focused on the commercial, industrial and institutional markets. When alarm messages come into the Center, trained operators can respond immediately. The Center's systems provide operators with access to all pertinent information necessary to respond to emergencies, including the location and nature of the incident and a detailed listing of whom to call.

Technical Support

Johnson Controls has established a Corporate Service Resource Center in Westminister, Massachusetts. The SRC receives, schedules and dispatches service repair (break/fix) calls for all product lines for all Johnson Controls District offices throughout North America.

The change to a centralized model enables our organization to better communicate with our customers throughout the lifecycle of the service request. We can also leverage technology as well as standard business processes to keep customers informed to maximize their service experience. This approach is meant to enhance our current service offering and create efficiencies in our service response processes to allow for better utilization of our staff of over 8,000 technicians. The National Service Response Center also builds on other key advancements Johnson Controls is investing in. Examples include GPS technology, customer service skills training, and skills training and certification for technicians.

Our customers still have a high level of contact with each local District office and each office will still be responsible for executing the service work with local technicians. The center allows our organization to concentrate efforts on ensuring customers receive high-quality service from our organization.

Supplies

Each Johnson Controls technical representative is supplied with a Johnson Controls technical service vehicle, stocked with a full set of Johnson Controls supplied tools,

			electrical troubleshooting meters, a repair parts inventory, laptop computer, as well as communications equipment. In the unlikely event that a Johnson Controls service technician does not have the required part in the vehicle, we maintain a supply of genuine original equipment Johnson Controls replacement parts at each district office, or overnight from our factory. Our local District office maintains a supply of Johnson Controls fire alarm system parts. This supply will ensure system repairs will be accomplished in a timely manner. If we do not have the required part in stock at our District office, we can draw from other Johnson Controls district offices. Our office also has unequaled access to spare parts and equipment from Global Products, Building Technologies & Solutions, the manufacturer of the proposed Johnson Controls systems. Global Products and Johnson Controls Service offices are both owned and operated by our parent company, Johnson Controls International. Johnson Controls operates a state-of-the-art warehouse facility in the Atlanta, Georgia area. This warehouse supplies key products to Johnson Controls offices and distributes products worldwide. Staffed with approximately 250 full-time personnel, this team ensures orders are filled promptly.
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TYCO/Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Salesforce pipeline.	*
78	Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.	Our approach to addressing these modern cybersecurity threats is comprehensive. In the presentation we will explain the elements which comprise our approach; each element of the program plays an important role in minimizing risk. At Johnson Controls we must continuously evolve our cybersecurity practices as cybersecurity is continuously evolving. Johnson Controls' Product Security Program builds on the holistic methodology which has been the principle mindset that guided our cybersecurity practices. Preserving all the elements of the initial program, the enhanced program applies the holistic methodology to the three main lifecycle phases of our products (which we will go over in more detail later on in this presentation). By focusing on the development, deployment, and support lifecycle phases we offer: 1. Securely developed products 2. Secure deployment services 3. and Rapid incident response	*

79	Explain your organization's approach to cyber security as it relates to your proposed solutions.	At Johnson Controls our approach to cyber protection is aimed at providing peace of mind to our customers. Our Higher level of Commitment helps to calm their concerns by replacing fear with pragmatic solutions and cyber-resilient systems that provide a range of capabilities to complement their diverse security needs. Our holistic cyber mindset begins at the initial design concept, continues through development, and supported through deployment, and includes a rapid incident response to meet the comprehensive and evolving cybersecurity environment. We provide and support cyber-resilient systems with a range of capabilities to complement the diverse security needs of our customers. Having engineering teams trained in cybersecurity has given Johnson Control an advantage in developing products that consider cybersecurity within its core design. Our certified cybersecurity experts work to validate designs using the latest recognized industry standards and practices. Our cybersecurity experts have certification including, but limited to, Certified Information Systems Security Professional, Certified Secure Software Lifecycle Professional, Certified Cloud Security Professional, and Certified Ethical Hacker. We believe that expert-driven cybersecurity designs provide the forethought required to reduce cybersecurity risk. The holistic design of the Product Security Program results in many benefits which can be linked to a specific element of the program. A few of these benefits include: The policy-driven team assures that cybersecurity is not an afterthought. The secure development practices result in product designs that are more cyber-resilient Cybersecurity testing discovers and addresses critical vulnerability before release Education on cybersecurity empowers customers to approach cyber risks pragmatically Our rapid incident response assesses new threats and vulnerabilities and advises customers on how to reduce their cybersecurity risk in a timely manner.
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80	Describe how emerging technologies are or will be incorporated in your proposed solutions.	OpenBlue is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. It also features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. Different security events demand different responses from SOC teams; some have life-safety consequences. Too often, standard response instructions in paper-based SOP documents are at best time consuming to reference and at worst — often outdated. OpenBlue Active Responder is an all-in-one procedure administration solution that digitizes static standard operating procedures in a cloud portal application for SOC Teams to follow each of the dynamic steps of the SOP as a series of actionable instructions. Unidentified threats may have life-safety consequences or significantly disrupt the enterprise. Without the ability to quickly distinguish key threats from insignificant events, security analysts have no hope of responding effectively to security events and effectively mitigating potential damage. Facing an ever-changing threat landscape, Security Professionals are asked to monitor and report on the organizations' ability to meet the preparedness and response requirements to key threats and risks. OpenBlue Risk Insight helps quantify threat impact using asset risk score, so you can report on asset risk over periods of time as part of your ongoing risk management practices. Modern physical security solutions live in the cloud and they bring all the typical benefits associated with any digital transformation— centralized management, scalable solutions, access to tools that require powerful processing, and reduction in costs. Today, thousands of businesses and organizations trust OpenBlue Cloudvue to simplify surveillance, streamline access control, and provide powerful intelligence that improves security operations and helps with organizational efficiency.
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81	Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.	The Johnson Controls' corporate vision states, "Our products, services, and workplaces reflect our belief that what is good for the environment and the safety and health of all people is good for Johnson Controls." In support of this vision, our regional management teams are strongly committed to providing a safe work environment for all employees. The philosophy and objectives behind this commitment are: The safety and health of all employees and the environment is a top priority that is critical to the success of the business. The only acceptable level of safety performance prevents employee injury and accidents. Safety is the responsibility of every employee, equal to customer satisfaction, quality, profitability, and efficiency. Every day, our goal is to foster an injury-free workplace. All employees receive extensive safety training starting with new hire orientation and continuing with regularly scheduled safety talks, job hazard analysis, and pre-task planning. Our comprehensive 600-plus-page safety program is detailed, documented, and available in electronic format for all of our employees. We also abide by national, state, and local safety codes, as well as those established by the university. In keeping with our Zero Harm vision, we have instituted new measures to prevent the spreading of COVID-19 virus at workplace and construction-sites and are requiring our subcontractors to adhere to these measures as well. We have implemented guidance for all employees on the preventative actions they can take to minimize the risk of infection (handwashing, respiratory hygiene, and cough etiquette to avoid transmission of a contagious virus, etc.). We have increased the frequency of cleaning and sanitization activities at our facilities and customer sites. We have restricted all non-critical air travel, international and domestic, for our employees. Business Continuity Planning Teams have been activated regionally and are proactively monitoring regional changes regarding COVID-19. Escalation plans have been put in place to protect our customers, employees, and subcontractors as part of our standard business continuity plans and ensure appropriate precautionary measures are being taken. Persons who have potentially been exposed, regardless of where or how, are requested to report so immediately, and we have provided subsequent guidance to all of our leaders, Human Resource teams, and employees on the process. Control measures to prevent further spreading will include, as appropriate: thorough worksite disinfection, preventive quarantining, and notification of all internal and external contacts (including recent customer contacts).
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Coles, Regional VP Canada , Tyco Integrated Fire and Security dba Johnson Controls

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Facility_Security_RFP_030421 Thu February 25 2021 04:41 PM	☒	4
Addendum_7_Facility_Security_RFP_030421 Wed February 24 2021 01:48 PM	☒	2
Addendum_6_Facility_Security_RFP_030421 Thu February 18 2021 12:56 PM	☒	2
Addendum_5_Facility_Security_RFP_030421 Wed February 10 2021 04:31 PM	☒	1
Addendum_4_Facility_Security_RFP_030421 Thu February 4 2021 03:25 PM	☒	1
Addendum_3_Facility_Security_RFP_030421 Tue February 2 2021 02:17 PM	☒	1
Addendum_2_Facility_Security_RFP_030421 Thu January 28 2021 01:03 PM	☒	1
Addendum_1_Facility_Security_RFP_030421 Tue January 19 2021 12:31 PM	☒	1



City of Stockbridge

AGENDA ITEM

MEETING DATE

February 28, 2023

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☒ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☒ GENERAL FUND/POLICE DEPT.
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ GRANT
- ☐ HOTEL/MOTEL TOURISM
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM: 353-32100-542500

ACCOUNT TRANSFER TO:

PRESENTER: Major Richard Godfrey

DEPARTMENT: POLICE DEPARTMENT

ITEM/PROJECT/EVENT: Purchase of Axon Fleet 3 Advanced In-car Camera Systems with integrated LPR systems.

Council consideration to approve the purchase of seven (7) Fleet 3 In-car Camera Systems with integrated License Plate Readers for the City of Stockbridge Police Department.

BACKGROUND INFORMATION:

With the approved annexation and growth of the City of Stockbridge, as well as the Department of Justice funding for ten additional police positions for the Stockbridge Police Department, it is necessary to purchase seven (7) additional Fleet 3 In-car Camera Systems. The Stockbridge Police Department is requesting to purchase the Fleet 3 Camera Systems from Axon Enterprises, Inc., which is a sole source provider of this equipment. The cost of the purchase of seven (7) additional Camera Systems is \$116,853.60. The City has approved these items as part of the 2023 Capital Budget.

APPROVALS: CITY MANAGER

CITY TREASURER

CITY ATTORNEY

CHIEF OF POLICE

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$ 116,853.60

ATTACHMENTS:



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-454383-44959.709DP

Issued: 02/02/2023

Quote Expiration: 02/28/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 513806

Payment Terms: N30

Delivery Method:

SHIP TO

Stockbridge Shipping Address
4545 N Henry Blvd
Stockbridge, GA 30281-3653
USA

BILL TO

Stockbridge Police Department - GA
4640 North Henry Boulevard
Stockbridge, GA 30281
USA
Email: ap@cityofstockbridge-ga.gov

SALES REPRESENTATIVE

Drew Patterson
Phone: +1 5132038037
Email: dpatterson@axon.com
Fax:

PRIMARY CONTACT

Richard Godfrey
Phone: 470-473-0051
Email: rgodfrey@cityofstockbridge-ga.gov
Fax:

Quote Summary

Program Length	48 Months
TOTAL COST	\$116,853.60
ESTIMATED TOTAL W/ TAX	\$116,853.60

Discount Summary

Average Savings Per Year	\$5,692.05
TOTAL SAVINGS	\$22,768.20

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$116,853.60	\$0.00	\$116,853.60
Total	\$116,853.60	\$0.00	\$116,853.60

Quote Unbundled Price:	\$139,621.80
Quote List Price:	\$116,853.60
Quote Subtotal:	\$116,853.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	7	12		\$108.00	\$108.00	\$9,072.00	\$0.00	\$9,072.00
Fleet3A	Fleet 3 Advanced	7	60	\$303.69	\$249.48	\$249.48	\$104,781.60	\$0.00	\$104,781.60
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$116,853.60	\$0.00	\$116,853.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	08/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	7	08/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	08/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	7	08/01/2023
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	7	08/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	7	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	7	09/01/2023	08/31/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	7	09/01/2023	08/31/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	7	09/01/2023	08/31/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	14	09/01/2023	08/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	7	09/01/2023	08/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	08/01/2024	08/31/2028

Payment Details

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Invoice	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$3,000.00	\$0.00	\$3,000.00
Upfront Invoice	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	7	\$9,072.00	\$0.00	\$9,072.00
Upfront Invoice	Fleet3A	Fleet 3 Advanced	7	\$104,781.60	\$0.00	\$104,781.60
Total				\$116,853.60	\$0.00	\$116,853.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/2/2023





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SCOTTSDALE, ARIZONA 85255

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12/17/2021

To: *Stockbridge Police Department*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services



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- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with



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an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762



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- TASER CAM HD optional 4-year extended warranty, item number 26763
- 7. Power Modules (Battery Packs) for TASER 7 Energy Weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 8. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
- 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. Energy Weapon Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087
- 15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts



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- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology



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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from



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Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence

- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is



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- protected from local malware that may penetrate agency infrastructure
- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and



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- secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party



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analytic tools.

- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:



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- Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
- Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
11. Axon Fleet Camera
- Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081



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- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
8. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments



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over 5 years.

9. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
10. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
11. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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CITY OF

Stockbridge

GEORGIA

STOCKBRIDGE/BURKE CEMETERY

Cemetery Fee Schedule

5.16.050 - Rules for interment.

B.) The city clerk and public works director shall be authorized to impose an administrative fee to cover the cost of processing all applications for burials in municipal cemeteries and monitoring compliance with the regulations contained herein.

Administration Fee: \$200.00



CITY OF

Stockbridge

GEORGIA

STOCKBRIDGE/BURKE CEMETERY

Unauthorized Interment Penalty

1.04.080 - General penalty for code violations.

- A. Whenever in this code or in any ordinance of the city any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, such violation of any such provision of this code or any ordinance shall be punishable by a fine not exceeding one thousand (\$1000) dollars, by sentence of imprisonment not exceeding three hundred sixty-five (365) days and to work on the streets or public works for a period not exceeding three hundred sixty-five (365) days, any or all such penalties in the discretion of the recorder.
- B. The imposition of any such punishment shall not prevent the forcible removal or abatement of unlawful conditions and the imposition of a lien on the subject property for the cost thereof.

(Amended during 1991 codification; Code 1971, Sec. 1-8)

Penalty (Unauthorized Interment): \$1000.00

Effective January 1, 2023