

**FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING**

April 1, 2026
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Vacant (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**26-0177 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

26-0178 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Dr. Torin T. Dailey Appreciation Day." **(Pitts)**
March 20, 2026

Proclamation recognizing "Thrive Management Development Program Appreciation Day." **(Thorne)**
March 20, 2026

Proclamation recognizing "Roshell Ingraham Appreciation Day." **(Abdur-Rahman)**
March 20, 2026

Proclamation recognizing "Trenches Global Impact Center Appreciation Day." **(Arrington)**
March 21, 2026

Proclamation recognizing "Dr. Wilson S. Smith, Jr. Remembrance Day." **(Arrington)**
March 21, 2026

Proclamation recognizing "Buffalo Soldiers Appreciation Day." **(Arrington)**
March 21, 2026

Proclamation recognizing "Bill Duke Appreciation Day." **(Arrington)**
March 22, 2026

Proclamation recognizing "DJ Mars Appreciation Day." **(Arrington)**
March 22, 2026

Proclamation recognizing "Marcus Garvey Appreciation Day." **(Arrington)**
March 25, 2026

Proclamation recognizing "Tip T.I. Harris Appreciation Day." **(Arrington)**
March 25, 2026

Proclamation recognizing "Thuy-An Julien Appreciation Day." **(Arrington)**
March 25, 2026

Proclamation recognizing “Kawan KP Prather Appreciation Day.” **(Arrington)**
March 25, 2026

Proclamation recognizing “Yvonne Maria Hodge Remembrance Day.” **(Pitts)**
March 27, 2026

Proclamation recognizing “Master Sgt. Cedric D. Jackson Appreciation Day.”
(Abdur-Rahman)
March 27, 2026

Commissioners' District Board Appointments

26-0179 Board of Commissioners
FULTON COUNTY REPARATIONS TASK FORCE

The Reparations Task Force shall have the following members: Each Commissioner shall appoint two (2) members, for a total of 14 members. Each member shall be a resident of Fulton County at the time of the appointment. A member shall serve for a two year term and subject to removal by the appointing Commissioner for cause. No member's term shall exceed that of the appointing Commissioner, but shall remain as a voting member until replaced or reappointed by the successive Commissioner.

Term = Two year terms. The Reparations Task Force shall sunset on December 31, 2027 unless continued by action of the Board of Commissioners.

Term below expired: 12/31/2025
Amanda Meng **(Barrett)**

Commissioner Barrett has nominated Amanda Meng for a District reappointment to a term ending December 31, 2027.

26-0180 Board of Commissioners
FULTON COUNTY REPARATIONS TASK FORCE

Term = Two year terms. The Reparations Task Force shall sunset on December 31, 2027 unless continued by action of the Board of Commissioners.

Term below expired: 12/31/2025
Elon Butts Osby **(Barrett)**

Commissioner Barrett has nominated Elon Butts Osby for a District reappointment to a term ending December 31, 2027.

Justice and Safety**26-0181 Superior Court Administration**

Request approval to close out a contract - Superior Court Administration, SWC #47100-GBI0000165-0002, in an amount not to exceed \$2500.00 with Siemens Healthcare Diagnostics, Inc., for the return of diagnostic equipment used for random drug testing for Fulton County Accountability Courts. Effective upon BOC approval.

Open & Responsible Government**26-0182 Registration & Elections**

Request approval of qualifying fees - Registration & Elections - to approve qualifying fees for Fulton County Board of Commission, District 4 to be filled in the 2026 Special Election. Effective upon BOC approval.

26-0183 Real Estate and Asset Management

Request approval of a Resolution approving a Neighborhood Service Center Lease Agreement between the City of Atlanta (Lessor) and Fulton County (Lessee) for the County's continued use of approximately 5,237 rentable square feet of space at 215 Lakewood Way SW, Atlanta, Georgia, for the Bethlehem Neighborhood Senior Center, with an initial term of one year and two one-year renewal options and for the monthly rental amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58); authorizing the Chairman to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and make any necessary changes thereto prior to execution; and for other purposes.

FIRST REGULAR MEETING AGENDA**26-0184 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

26-0185 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, March 4, 2026

Second Regular Meeting Post Agenda Minutes, March 18, 2026

26-0186 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "National Community Development Week"
(Abdur-Rahman/Pitts)

PUBLIC HEARINGS**26-0187 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**26-0188 Registration & Elections**

Request approval of a Statewide contract - Registration & Elections, Georgia Secretary of State, PE-47800-SS-2024-000000006, SoleSource - KNOWiNK in the amount of \$252,217.78 with KNOWiNK, LLC (St. Louis, MO)) to provide mailing & voter communication services such as precinct card mailings, communication notices and printing and mailing of absentee ballots. Effective upon approval through June 11, 2026.

Health and Human Services**26-0189 Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 011723-CAT, Heavy Construction Equipment with Related Attachments and Technology in the amount not to exceed \$235,550.00 with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA), for the purchase and delivery of one (1) Caterpillar, Inc. Model: 320 Excavator. This is a one-time procurement.

26-0190 Public Works

Request approval to increase spending authority - Department of Public Works, 25ITB1421243A-ST, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$600,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2026.

COMMISSIONERS' ACTION ITEMS**26-0120 Board of Commissioners**

Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26 AND 3/18/26)**

26-0171 Board of Commissioners

Request approval of a Resolution to appropriate nine hundred seventy-five thousand dollars and zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support services provided to survivors of intimate partner abuse and their families; and for other purposes. **(Abdur-Rahman) (HELD ON 3/18/26)**

26-0191 Board of Commissioners

Request approval of a Resolution to authorize payment of locality pay to the Superior Court Judges of the Atlanta Judicial Circuit; and for other purposes. **(Ellis)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****26-0192 External Affairs**

Presentation: 2026 Legislative Session Update.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**26-0193 Board of Commissioners**

Discussion: Utilization of funds committed for improving Jail Detention staffing, detention staffing hiring progress. **(Ellis)**

EXECUTIVE SESSION**26-0194 Board of Commissioners**

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0178

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dr. Torin T. Dailey Appreciation Day.” **(Pitts)**
March 20, 2026

Proclamation recognizing “Thrive Management Development Program Appreciation Day.” **(Thorne)**
March 20, 2026

Proclamation recognizing “Roshell Ingraham Appreciation Day.” **(Abdur-Rahman)**
March 20, 2026

Proclamation recognizing “Trenches Global Impact Center Appreciation Day.” **(Arrington)**
March 21, 2026

Proclamation recognizing “Dr. Wilson S. Smith, Jr. Remembrance Day.” **(Arrington)**
March 21, 2026

Proclamation recognizing “Buffalo Soldiers Appreciation Day.” **(Arrington)**
March 21, 2026

Proclamation recognizing “Bill Duke Appreciation Day.” **(Arrington)**
March 22, 2026

Proclamation recognizing “DJ Mars Appreciation Day.” **(Arrington)**
March 22, 2026

Proclamation recognizing “Marcus Garvey Appreciation Day.” **(Arrington)**
March 25, 2026

Proclamation recognizing “Tip T.I. Harris Appreciation Day.” **(Arrington)**
March 25, 2026

Proclamation recognizing “Thuy-An Julien Appreciation Day.” **(Arrington)**
March 25, 2026

Proclamation recognizing “Kawan KP Prather Appreciation Day.” **(Arrington)**
March 25, 2026

Proclamation recognizing “Yvonne Maria Hodge Remembrance Day.” **(Pitts)**
March 27, 2026

Proclamation recognizing “Master Sgt. Cedric D. Jackson Appreciation Day.” **(Abdur-Rahman)**
March 27, 2026



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0181

Meeting Date: 4/1/2026

Department

Superior Court Administration

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to close out a contract - Superior Court Administration, SWC #47100-GBI0000165-0002, in an amount not to exceed \$2500.00 with Siemens Healthcare Diagnostics, Inc., for the return of diagnostic equipment used for random drug testing for Fulton County Accountability Courts. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all County-furnished equipment and material has been returned; and final payment has been made to the contractor.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: This contract provided pharmaceutical and drug-testing supplies for the Fulton County Accountability Courts program, which included the Adult Drug Court and Veteran and Behavioral Health Court programs. This contract allowed the purchase of all testing supplies to be reimbursed through approved funds established by the 2018 statewide grants for Behavioral Health, Veterans, and Adult Drug Court programs. This procurement was primarily grant-funded through the

Georgia Criminal Justice Coordinating Council.

Scope of Work: The purchase of medical/drug testing supplies for random drug testing primarily for Superior Court Accountability Courts, as well as State and Juvenile Courts as requested.

Community Impact: None. A new vendor has been contracted to provide these services to the client in the Fulton County Accountability courts.

Department Recommendation: Superior Court Administration recommends approval.

Project Implications: This approval will allow us to fulfill our obligations to the vendor.

Community Issues/Concerns: Superior Court is not aware of any community issue or concerns.

Department Issues/Concerns: There are no department issues or concerns.

Contract Modification: Close-out of contract

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

N/A

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Statewide Contract #47100-GBI0000165-0002

Exhibit 2: Invoice #997420527 \$2500 - Shipping and Handling/Return Diagnostic Equipment

Contact Information *(Type Name, Title, Agency and Phone)*

David Summerlin, Court Administrator, 404.612.4529

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request:

TOTAL:

Fiscal Impact / Funding Source

Funding Line 1:

100-450-4507-1451 Superior Court Administration, Pharmacy/Med Supplies, \$2500

Key Contract Terms	
Start Date: N/A	End Date: N/A
Cost Adjustment: N/A	Renewal/Extension Terms: The contract action closes out the contract.

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:

N/A

Report Period End:

N/A



CONTRACT RENEWAL NO. 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Bureau of Investigation on behalf of the Criminal Justice Coordinating Council
Supplier's Full Legal Name:	SIEMENS HEALTHCARE DIAGNOSTICS INC
Contract No.:	47100-650-GBI0000165-0002
Solicitation No./Event ID:	47100-GBI0000165
Solicitation Title/Event Name:	Reagent Rental Agreement for Drug Testing
Contract Award Date:	11-01-2022
Current Contract Term:	07-01-2023 to 06-30-2024
Amendment No.:	2

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:

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	07-01-2024
End Date of New Contract Term:	06-30-2025

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

2. **SEXUAL HARASSMENT PREVENTION.** The Contract is hereby amended to include the following provision(s) in as a new subsection entitled "Sexual Harassment Prevention"

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://georgiadoas.prod.acquia-sites.com/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/MxCvD3FXepk> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual

Harassment Prevention Policy located at <https://georgiadoas.prod.acquia-sites.com/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/MxCvD3FXepk> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
 4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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)	SIEMENS HEALTHINEERS
Authorized Signature:	
Printed Name and Title of Person Signing:	Diana Bourghol
Date:	7/31/24
Company Address:	511 Benedict Ave. TARRYtown, NY 10591

STATE ENTITY

--

Council of Accountability Court Judges

Authorized Signature:	
Printed Name and Title of Person Signing:	Taylor Jones, Executive Director
Date:	8/8/24
Company Address:	244 Washington Street SW, Suite 300 Atlanta, GA 30334

Siemens Healthcare Diagnostics
221 Gregson Dr
Cary, NC 27511
RETURN SERVICE REQUESTED

CUSTOMER PO#: Return Freight
SIEMENS REFERENCE#: 777430490
SOLD-TO#: 144607
PAYER#: 148974

BILL TO CUSTOMER NUMBER: 148974

SHIP TO ACCOUNT NUMBER: 167148

FULTON CNTY COURT ADMIN OFFICE
OFFICE OF THE COURT ADMINISTRATOR
ATTN JOHN COLLINS
136 PRYOR ST SW STE C640
ATLANTA GA 30303

FULTON COUNTY DRUG COURT
JOHN COLLINS
1135-A JEFFERSON ST
ATLANTA GA 30318

john collins

Approved on 1/23/26 to pay from General Funds

INVOICE NUMBER	INVOICE DATE	TOTAL (USD)	PAYMENT TERMS	INCO TERMS
997420527	01/12/26	2,500.00	Net 30 Days	CIF Customer dock

LN#/ Cust.PO#	QTY/ UOM	MATERIAL NUMBER / DESCRIPTION	UNIT PRICE	EXTENDED PRICE	TAXABLE
001	1 PC	10471161 SHIPPING & HANDLING Price Source:MNO MERCHANDISE: TOTAL(USD):	2,500.00	2,500.00 2,500.00 2,500.00	
<p>Online payments available through Account Statement and Invoice Payment Portal: https://my.siemens-healthineers.com</p>					

All discrepancies must be reported within 30 days of receipt of product. Please contact 1-877-229-3711 or submit a request through My Digital Lab Assistant via our Webshop at: <https://shop.healthcare.siemens.com> to report discrepancies.

Buyer's acceptance of the goods covered by this invoice shall constitute acceptance by the buyer of all terms and conditions of sale stated above and in the Standard Conditions of Sale.

Disclosure of Discounts: Customer agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid, and state agency cost reports. Customer shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

Please remit all checks to the following address: Siemens Healthcare Diagnostics, P.O. Box 121102, Dallas, TX 75312-1102. Please make electronic payments to Bank of New York Mellon as follows: Wires: ABA 043000261, account name Siemens Healthcare Diagnostics, Account Number 0102453.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0182

Meeting Date: 4/1/2026

Department

Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of qualifying fees - Registration & Elections - to approve qualifying fees for Fulton County Board of Commission, District 4 to be filled in the 2026 Special Election. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Per Georgia Election Code Section 21-2-131, Fixing and publishing of qualification fees; manner of payment; distribution of fees paid.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background: The governing authority of any county or municipality shall set and publish the qualifying fees.

Scope of Work: The Department requests approval of qualifying fees for Fulton County Board of Commission, District 4 to be filled in to be filled in the 2026 General / Non-partisan election.

Fulton County Office	Qualifying Fee
Fulton County Board of Commission, District 4	\$1,950.00

--	--

Community Impact: Failure to meet this requirement could disrupt the candidate qualification process

Department Recommendation: The Department recommends approval of this request.

Project Implications: Failure to meet this requirement could disrupt the candidate qualification process.

Community Issues/Concerns: The Department staff is not aware of any issues or concerns.

Department Issues/Concerns: The Department has no issues or concerns

Exhibits Attached:

Exhibit 1: Qualifying Fee Notice, Board of Commission District 4

Fiscal Impact / Funding Source: N/A

STATE OF GEORGIA

FULTON COUNTY

QUALIFYING FEE NOTICE

In accordance with Georgia Election Code Section 21-2-131, the Fulton County Board of Commissioners is required to set the qualifying fee for the Fulton County Commission District 4 Office in the upcoming November 3, 2026, Special Election:

Fulton County Board of Commission, District 4

Qualifying Fee: \$1,950.00

Qualifying Period for an individual seeking to be placed on the District 4 Special Election ballot:

Start: 9:00am Wednesday, April 29, 2026

Ending: 12:00pm (noon) Friday, May 1, 2026

Qualifying Locations:

Candidate qualifying will be conducted at the following locations:

Fulton County Department of Registration & Elections
Election Hub & Operations Center
5600 Campbellton Fairburn Road Union City, GA 30213
Main Office #: 404-612-7020
Website: <https://fultonelections.com>

Qualifying Period Dates & Hours:

Wed, April 29 9am to 4pm

Thurs, April 30 9am to 4pm

Friday, May 1 9am – 12pm (noon)

October 5, 2026 – Registration Deadline for Changes in Address and Name.

November 3, 2026 – Election Day General & Special Election

December 1, 2026 – Runoff General & Special Election

Nadine Williams
Director of Registration and Elections
Fulton County



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0183

Meeting Date: 4/1/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution approving a Neighborhood Service Center Lease Agreement between the City of Atlanta (Lessor) and Fulton County (Lessee) for the County's continued use of approximately 5,237 rentable square feet of space at 215 Lakewood Way SW, Atlanta, Georgia, for the Bethlehem Neighborhood Senior Center, with an initial term of one year and two one-year renewal options and for the monthly rental amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58); authorizing the Chairman to execute the Lease Agreement and related documents; authorizing the County Attorney to approve the Lease Agreement and related documents as to form and make any necessary changes thereto prior to execution; and for other purposes.

Requirement for Board Action

O.C.G.A. § 36-60-13 authorizes the County to enter into multiyear lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services and supplies.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

Scope of Work: Approval of the Fulton County Board of Commissioner is requested to execute a

Neighborhood Service Center Lease Agreement with the City of Atlanta (as Lessor) to extend the County's occupancy at 215 Lakewood Way SW, Atlanta, Georgia for a period of (3) three years, inclusive of two annual renewal options, and for the monthly rental amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58). The space leased at this location is used for Fulton County's Bethlehem Neighborhood Senior Center.

Community Impact: Senior citizens that attend the Bethlehem Neighborhood Senior Center facility will continue to receive meals, nutritional and health education, health screenings, access to fitness activities, and the opportunity for social interaction with other seniors and staff from the same accessible location within the community.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, recommends approval of the Neighborhood Service Center Lease for the initial term of January 1, 2026, through December 31, 2026, for the purpose of continuing to provide neighborhood senior services at the current location.

Project Implications: Approval of this lease agreement will allow the Fulton County Department of Aging and Youth Services to continue their occupancy and providing services at their current location without interruption. Fulton County Neighborhood Senior Centers are strategically located within the County for the purpose of enhancing quality of life for residents 60 years of age and older through education, support, referrals, and free and/or low-cost services.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

The monthly rental payments required for continued occupancy at this leased location will be paid from funding line 100-183-18NC-1121

1 **A RESOLUTION APPROVING A NEIGHBORHOOD SERVICE CENTER LEASE**
2 **AGREEMENT BETWEEN THE CITY OF ATLANTA (LESSOR) AND FULTON COUNTY**
3 **(LESSEE) FOR THE COUNTY’S CONTINUED USE OF APPROXIMATELY 5,237**
4 **RENTABLE SQUARE FEET OF SPACE AT 215 LAKEWOOD WAY SW, ATLANTA,**
5 **GEORGIA, FOR THE BETHLEHEM NEIGHBORHOOD SENIOR CENTER, WITH AN**
6 **INITIAL TERM OF ONE YEAR AND TWO ONE-YEAR RENEWAL OPTIONS AND FOR**
7 **THE MONTHLY RENTAL AMOUNT OF FOUR THOUSAND EIGHT HUNDRED AND**
8 **58/100 DOLLARS (\$4,800.58); AUTHORIZING THE CHAIRMAN TO EXECUTE THE**
9 **LEASE AGREEMENT AND ANY RELATED DOCUMENTS; AUTHORIZING THE**
10 **COUNTY ATTORNEY TO APPROVE THE LEASE AGREEMENT AND ANY RELATED**
11 **DOCUMENTS AS TO FORM AND MAKE ANY NECESSARY CHANGES THERETO**
12 **PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**
13

14 **WHEREAS,** Fulton County, Georgia (“Fulton County”) is a political subdivision of
15 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
16 of the State; and

17 **WHEREAS,** the Fulton County Department of Aging and Youth Services operates
18 senior centers throughout Fulton County, including Neighborhood Senior Centers and
19 Senior Multipurpose Facilities, which offer a wide array of programming for senior
20 citizens; and

21 **WHEREAS,** the Fulton County Board of Commissioners approved, via Agenda
22 Item #17-0147 on February 15, 2017, an initial lease agreement with the City of Atlanta
23 pursuant to which Fulton County utilizes 5,237 square feet of space at 215 Lakewood
24 Way SW, Atlanta, Georgia, as the location for Fulton County’s Bethlehem Neighborhood
25 Senior Center; and

26 **WHEREAS,** the Bethlehem Neighborhood Senior Center continues to serve local
27 senior citizens from this location; and

28 **WHEREAS,** the Fulton County Department of Real Estate and Asset Management
29 has negotiated mutually acceptable terms for a new Neighborhood Service Center Lease

1 Agreement with the City of Atlanta to extend Fulton County’s occupancy of 215 Lakewood
2 Way SW, for an initial term of one year from January 1, 2026 through December 31,
3 2026, with two additional one-year renewal options, and for the monthly rental amount of
4 Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58); and

5 **WHEREAS**, Fulton County desires to execute the Neighborhood Service Center
6 Lease Agreement with the City of Atlanta to allow for the County’s continued occupancy
7 of 215 Lakewood Way SW; and

8 **WHEREAS**, O.C.G.A. § 36-60-13 authorizes Fulton County to enter into multiyear
9 lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods,
10 materials, real and personal property, services, and supplies under certain
11 circumstances.

12 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
13 Fulton County, Georgia, hereby approves the Neighborhood Service Center Lease
14 Agreement between the City of Atlanta and Fulton County in substantially the form
15 attached hereto as Exhibit A.

16 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
17 is hereby authorized to execute and deliver the Neighborhood Service Center Lease
18 Agreement and any related documents to the City of Atlanta.

19 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
20 approve the Neighborhood Service Center Lease Agreement and any related documents
21 as to form, and to make such other or additional modifications as are necessary to protect
22 the County’s interests prior to execution by the Chairman.

Exhibit A

Form of Neighborhood Service Center Lease

NEIGHBORHOOD SERVICE CENTER LEASE

THIS NEIGHBORHOOD SERVICE CENTER LEASE (“Lease”) is made and entered into this _____ day of _____, 2026 (the “**Effective Date**”), by and between the **CITY OF ATLANTA**, a municipal corporation organized under the laws of the State of Georgia (“**Landlord**”) and **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Tenant**”). Landlord and Tenant may be referred to herein as “**Party**” or together as “**Parties**”.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain improved real property located at **215 Lakewood Way, S.W. Atlanta, Georgia 30315** (the “**Property**”); and

WHEREAS, Landlord operates the building on the Property, known as the Bethlehem at J.C. Birdine Neighborhood Service Center (the “**Building**”), as a neighborhood center that houses various public and private entities providing services to the residents of the surrounding community; and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, approximately 5,237 rentable square feet of space in the Building, known as the Lower Level, (the “**Premises**”) as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein; and

WHEREAS, Tenant will provide senior daycare services to the residents of the surrounding community in accordance with the terms and conditions herein; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Ordinance _____, adopted by the Atlanta City Council on _____, 2026, and approved by signature of the Mayor or by operation of law on _____, 2026, authorizes Landlord to enter into this Lease with Tenant.

NOW THEREFORE, incorporating the foregoing recitals, and for and in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. DEFINITIONS. In addition to the other terms defined elsewhere in this Lease, each of the following terms shall have the meaning set forth below:

“**Common Areas**”: Facilities or areas and improvements on the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the

general public, which may include, at Landlord's option, but not be limited to: (A) all such areas within the Building devoted to corridors, elevator foyers, and common area restrooms, and (B) any such service areas, driveways, parking areas, areas of ingress and egress, sidewalks and other pedestrian ways, corridors, elevators, stairways, lobby areas, parcel pick up stations and other facilities or areas and improvements in the Building or on the Property.

“Hazardous Substances”: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto.

“Invitees”: Employees, agents, servants, assignees, customers, visitors, concessionaires, licensees, contractors and subcontractors.

“Law(s)”: All ordinances, statutes, orders, regulations, directives, rules and requirements of all federal, state, county, city or other governmental, public or quasi-public authorities, bodies, boards or agencies or any departments or bureaus thereof, now existing or hereafter created, including, without limitation, all zoning, building, historic, environmental, health and fire safety laws, the Americans With Disabilities Act of 1990, the Occupational Safety and Hazard Act of 1970, and all other laws, including, without limitation, all laws relating to Hazardous Substances.

“Permit(s)”: Any licenses, certifications, or permits required under any applicable Law to be held by Tenant for the operation of Tenant’s business at the Premises or to be held by persons performing medical and healthcare services at the Premises or for Tenant.

“Rules and Regulations”: Any and all rules and regulations as may be hereafter promulgated by Landlord from time to time in Landlord’s discretion and provided in writing to Tenant.

2. LEASE OF PREMISES AND LICENSE TO USE COMMON AREAS; PARKING.

Landlord does hereby grant to Tenant, and Tenant hereby accepts from Landlord, the use and possession of the Premises for the purposes outlined in this Lease, and for no other purpose whatsoever. Landlord further grants to Tenant, and Tenant accepts from Landlord, a non-exclusive license to use the Common Areas, solely for their intended purposes, in common with Landlord, Landlord’s Invitees and other tenants of the Building, and in compliance with this Lease, all Laws, and Rules and Regulations. Tenant and its Invitees may use the parking spaces on the Property at no extra charge on a first-come, first-served basis, subject to availability. Tenant may not park or place any temporary or permanent storage unit in the parking lot. This Lease grants Tenant the right to possess and enjoy the use of the Premises subject to the terms and provisions hereof; no estate or other property interest is conveyed by this Lease and Tenant has only a usufruct not subject to levy and sale. Landlord retains all the rights and privileges of the owner of the Building and the Property.

3. TERM.

3.1 Term. The initial term of this Lease will be for one (1) year commencing on January

1, 2026 (“**Effective Date**”) and ending at 12:00 midnight on December 31, 2026 (such period of time, the “**Initial Term**”), unless sooner terminated as provided herein. Following the Initial Term, the Parties may agree in writing at any time prior to the expiration of the then-current term to extend the Lease for two (2) additional one-year terms (each, a “**Renewal Term**”). The County Manager is hereby authorized to provide binding written consent on Tenant’s behalf.

3.2 Right to Terminate. Each party has the right to terminate this Lease at any time for any reason or no reason whatsoever, including for the convenience of the terminating party, by giving sixty (60) days’ written notice to the other party.

4. RENT.

4.1 Rent Commencement Date. Rent shall begin to accrue hereunder beginning on the earlier of (a) the date Tenant takes occupancy of the Premises or any portion thereof for the purpose of operating Tenant’s business therein; and (b) the 1st day of January 2026 (“**Rent Commencement Date**”).

4.2 Rent Payments. Tenant shall pay to Landlord, without demand, deduction, or offset, beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, as rental, the amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58) per month (“**Rent**”) on the first day of each month, in advance. In the event the Rent Commencement Date shall fall on a day other than the first day of a calendar month, Rent for the first partial month shall be prorated. Tenant shall owe Landlord a late fee of Twenty-Five and No/100ths Dollars (\$25.00) if Rent and any other amounts due hereunder are received after the fifteenth (15th) day of the month, or, if the fifteenth (15th) day falls a weekend or holiday, after the next business day. Rent payments must be made payable to the City of Atlanta by certified check or money order in lawful money of the United States of America and mailed to the following address:

Executive Director, Office of Revenue City
of Atlanta – Department of Finance 68
Mitchell Street, SW, Suite 1350
Atlanta, Georgia 30303

4.3 Security Deposit. Intentionally Deleted.

5. USE.

5.1 Permitted Use. Tenant shall use the Premises solely to provide senior daycare services and related community services provided by the Fulton County Department of Aging and Youth Services or its permitted agents or assigns.

5.2 Business Hours. Tenant shall have access to the Building and the Premises Monday through Friday from 8:15 a.m. until 9:00 p.m. EST and Saturdays from 9:30 a.m. until 6:00 p.m. EST, except for legal holidays observed by the City of Atlanta. Notwithstanding the foregoing, Landlord shall have the right to close and deny access to the Building in the event of inclement weather or other emergency and shall use reasonable efforts to notify Tenant of such closure. However, a failure to provide such notice shall in no event constitute a default by Landlord hereunder. After 5:00 p.m. daily, Tenant’s Invitees must sign in at the Building reception desk prior to entering the Premises.

5.3 Prohibited Uses.

5.3.1 Tenant shall not do or permit its Invitees to do, in or about the Property, the Building, or the Premises, nor shall Tenant bring or keep or permit its Invitees to, bring or keep therein, anything which is prohibited by or will in any way conflict with any Laws or Rules or Regulations, or which is prohibited by the standard form of fire insurance policy, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, the Building or any of its contents.

5.3.2 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by Law. Landlord reserves the right to prescribe the weight limitations and position of all safes, mechanical or other heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, provided that the Tenant shall be given notice in writing in advance in such time as to take the action requested by the Landlord after Tenant requests such increased load by written notice to Landlord and Landlord consents to the same. Such reinforcing or other action requested by Landlord will be at Tenant's expense and payable as additional rent within thirty (30) days of written demand.

5.3.3 Tenant's use of electrical current may not exceed the capacity of installations at the Premises existing as of the Effective Date. Tenant may not alter any wiring installations or other electrical facilities without Landlord's prior written consent.

5.3.4 Tenant shall not do, or permit its Invitees to do, in or about the Property, the Building, or the Premises anything which will in any way obstruct or interfere with the rights of other occupants of the Building, or injure or unreasonably annoy them.

5.3.5 Tenant shall not use, or allow its Invitees to use, the Premises for any improper, immoral, unlawful or objectionable purpose.

5.3.6 Tenant shall not cause or maintain, or permit its Invitees to cause or maintain, any nuisance in, on or about the Property, the Building, or the Premises, or commit or suffer to be committed any waste in, on or about the Property, the Building, or the Premises.

5.3.7 Tenant shall not use, or permit its Invitees to use, the Property, the Building, or the Premises for any activity that produces any noise or sound that is objectionable due to intermittence, beat, frequency, vibration, shrillness or loudness; noxious odor; noxious, toxic, caustic or corrosive fuel or gas.

5.3.9. Tenant shall not treat, handle, use, generate, manufacture, store, or dispose of, and shall not permit its Invitees to treat, handle, use, generate, manufacture, store, or dispose of, any Hazardous Substances in, on or about the Property, the Building, or the Premises, except as specifically described or permitted in Sections 11.4 and 11.5 hereof.

6. **ALTERATIONS.**

6.1 Alterations. Tenant shall not make, suffer or permit to be made any other material alterations, additions, or improvements to the Premises, or attach any material fixture or equipment

thereto, without first obtaining the prior written consent of Landlord, through its Director of Real Estate Portfolio, which consent may be withheld in Landlord's sole discretion. An alteration, addition, or improvement shall be deemed "**material**" under this Section if such alteration, addition, or improvement (i) costs, in the aggregate for the project, in excess of \$5,000, or (ii) affects the structure of the Building or any mechanical, HVAC, electrical, plumbing, life safety or other Building system, or (iii) both (i) and (ii). Tenant hereby assigns to Landlord all warranties, guarantees and indemnities, express or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder with respect to the Tenant Improvements and any other approved alterations to the Premises, which assignment shall be effective upon the expiration or earlier termination of this Lease, to the extent that any warranties, guaranties, and indemnities expressed or implied, or similar rights are in existence. Tenant and any contractor and builder of the Tenant Improvements or other approved alterations shall provide the certificates of insurance required herein and shall abide by all Rules and Regulations and Laws. Tenant shall ensure that all Tenant Improvements are conducted in a good and workmanlike manner in accordance with all Laws and the provisions of Sections 6.3 and 6.4 hereof, and in a manner that does not unreasonably disturb other tenants of the Building. Upon termination or expiration of this Lease, all remaining warranties, guarantees, indemnities, and similar rights shall automatically revert to Landlord.

6.2 Disposition of Alterations Upon Termination. All erections, alterations, additions, fixtures and improvements, whether temporary or permanent in character (excepting only the movable furniture and personal property of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall remain upon the Premises at the expiration or other termination of the Term, unless Landlord elects by written notice given at any time to Tenant to have Tenant thereafter remove such erections, alterations, additions, fixtures and improvements. In such event, notwithstanding any contrary provisions herein, Tenant shall remove such erections, alterations, additions, fixtures and improvements and shall promptly restore, at its sole cost and expense, the Premises to its condition as existed prior to the installation of the same.

6.3 Contractors. Tenant shall cause its agents, contractors and subcontractors performing any permitted or approved alterations to the Premises, including the Tenant Improvements, to carry and provide proof of insurance in compliance with Section 14 of this Lease.

6.4 Liens. Tenant shall at all times keep the Premises, the Building, and the Property free from liens arising out of any work performed, materials furnished or obligations incurred by Tenant, including the Tenant Improvements. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises, the Building, and the Property from such liens. Should any such lien or claim of lien be filed or recorded, Tenant shall bond against or discharge the same within thirty (30) days after notice of such lien or claim of lien is received by Tenant and shall promptly notify Landlord in writing upon receipt of any such notice or claim of lien.

6.5 Signage. Landlord agrees to provide signage at the main entrance of the Premises and to provide suite numbers on the doors of the Premises that abut a Common Area. At Tenant's expense, Tenant may install one (1) additional business identification sign at each remaining door of the Premises. All signs must be in compliance with all applicable Laws, Rules and Regulations, and subject to prior approval by Landlord in Landlord's reasonable discretion.

7. REPAIRS BY TENANT.

During the Term, Tenant shall maintain the Premises in good order and repair, subject to normal wear and tear and casualty. Tenant shall be responsible for performing all maintenance of and repairs to the Premises, including the Tenant Improvements, with the exception of those repairs for which Landlord is expressly made responsible as set forth in Section 8 hereof.

8. REPAIRS BY LANDLORD.

Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the Building (excluding the exterior of the Premises, and those portions of the Building leased to other tenants), including without limitation the Common Areas and landscaped areas, roof, foundations, mechanical, HVAC, plumbing, elevators and electrical systems, and the structure itself. Tenant agrees to use its best efforts to pursue any warranties, guarantees and indemnities, expressed or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder, that may be in existence during the term this Lease, with respect to repairs to the Tenant Improvements and any other approved alterations to the Premises performed by Tenant. In addition, Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the exterior walls, doors, corridors and exterior windows of the Building. Notwithstanding the foregoing, the cost of any repairs or maintenance to the foregoing necessitated by the willful intentional acts or omissions, negligence or gross negligence of Tenant or its Invitees or assignees shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice. Landlord shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to report such condition shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such condition. Any such charges incurred by Landlord shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice.

9. UTILITIES; SERVICES.

9.1 Utilities. Landlord shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Premises during the Term, including any deposits required by any utility company. Tenant shall be solely responsible for and shall timely pay all charges for telephone, internet, cable, and any other such service to the Premises, including any deposits required by any provider of the same. Landlord shall not be liable to Tenant for any cessation of or interruption in utilities or utility services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord.

9.2 Services. Landlord shall provide pest control services to the Common Areas. Landlord shall provide pest control services to the Premises as needed upon request by Tenant. Tenant shall be responsible for janitorial services to the Premises, and Landlord shall be responsible for janitorial services to the Common Areas. In addition, Landlord shall provide common area restroom supplies, hot and cold water suitable for drinking and lavatory purposes on the floor on which the Premises are located, and facilities for standard electrical current required for general office use and occupancy of the Premises. Landlord shall not be liable to Tenant for any cessation of or interruption in services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall remove all trash from the Premises and deposit the same in the designated dumpster outside the Building.

10. TENANT REPRESENTATIONS AND WARRANTIES.

Tenant represents and warrants to Landlord as of the Effective Date as follows:

10.1 Permits. Tenant possesses all applicable business Permits required by all applicable Laws for the operation of Tenant's business at the Premises. All persons performing services at the Premises are licensed, certified, or permitted, under applicable Law, to perform the services provided at the Premises. All persons performing services at the Premises shall maintain, at no cost to Landlord, any Permit required under applicable Laws. All personnel performing services at the Premises shall provide services solely within the scope of their applicable Permit or as permitted by applicable Law.

10.2 Condition of Premises. Tenant accepts the Premises in their "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" condition on the Effective Date and specifically and expressly without any warranties, representations, or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Landlord, including without limitation, any warranty of condition, merchantability, or fitness for a particular use. Tenant further acknowledges that Tenant has inspected and knows the condition of the Premises, that Landlord does not guarantee or warrant the safety and security of the Property, the Building, or the Premises, and that Tenant and its Invitees are responsible for their own safety and security.

10.3 Independent Contractual Obligations of Tenant; No Joint Venture. Landlord is not a party to and has no liability with respect to any agreement between Tenant and a third party for products or services supplied or rendered by Tenant at the Premises or otherwise. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LANDLORD BE CONSTRUED OR HELD BY VIRTUE OF THIS LEASE OR OTHERWISE TO BE AN EMPLOYER, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF TENANT IN THE CONDUCT OF TENANT'S BUSINESS, NOR SHALL LANDLORD BE LIABLE FOR ANY DEBTS OR LIABILITIES INCURRED BY TENANT IN THE CONDUCT OF TENANT'S BUSINESS. TENANT IS NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LANDLORD.

11. TENANT COVENANTS.

Tenant hereby covenants and agrees as follows:

11.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for Tenant's operation at the Premises.

11.2 Tenant shall not make any alterations, additions, or improvements to the Premises other than any approved alterations, additions, or improvements pursuant to Section 6 hereof.

11.3 Tenant shall comply with the Rules and Regulations and all Laws regarding the use and occupancy of the Premises.

11.4 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Substances. Tenant shall, only to the extent permissible by law, be responsible for contamination caused by Tenant during the term of its tenancy period (or those of its invitees, employees, contractors or agents). In no event, shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant.

Tenant shall not be responsible for environmental contamination of the Premises or Building by any Hazardous Substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Substances, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

12. LANDLORD COVENANTS; WARRANTIES AND REPRESENTATIONS.

Landlord covenants, warrants and represents, and agrees as follows:

12.1 Landlord is the owner in fee simple of the Premises and will not transfer its interest in the Premises without first giving one hundred and eighty (180) days prior notice to Tenant.

12.2 Landlord has the full power, right and authority to enter into and execute this Lease, subject to approval by City Council.

12.3 Those persons whose signatures are hereinafter evidenced on this Lease on behalf of Landlord are duly authorized signatories of Landlord, fully empowered to commit and bind Landlord to those certain terms, covenants and conditions set forth herein for the Term of this Lease.

12.4 Landlord shall be solely responsible for the cost and timely performance of remediation of any Hazardous Substances which were caused by Landlord prior to the commencement of this Lease or during the term of this Lease. Tenant shall not be responsible for the release of any Hazardous Substances caused by Landlord on the Premises or Building as defined by the following statutes, but limited thereto: Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.) and all present or future regulations thereto; Department of Transportation Hazardous Materials Table (49 C.F.R. Part 172); and amendments thereto.

12.5 To Landlord's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting Landlord or the Premises which would prevent Landlord from meeting any of its obligations under this Lease or adversely affect Tenant's use or occupancy of the Premises or prohibit Tenant from developing or operating the Premises.

12.6 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. LANDLORD'S RIGHT OF ENTRY.

Landlord shall have the right to enter the Premises at all reasonable hours during the Term for inspection, maintenance, and repair, and with twenty-four (24) hours' advance notice with prospective tenants (and in emergencies at all times). Specifically, Landlord shall have the right to inspect the Premises. Except in the case of an emergency, Landlord shall endeavor to provide advance notice to

Tenant of such entry; however, failure to provide such notice shall in no event constitute a default of Landlord hereunder. In the event of an emergency, or if otherwise necessary to prevent injury to persons or damage to property, such entry to the Premises may be made by reasonable force without any liability whatsoever on the part of Landlord for any resulting damage. Landlord will use reasonable efforts to minimize disruption to Tenant's business while inspecting, maintaining and/or repairing the Premises as provided herein.

14. RISK OF LOSS.

All personal property, fixtures, and inventory located in or about the Premises belonging to Tenant or any Invitee of Tenant shall be at the sole risk of Tenant and Tenant's Invitees. Landlord is not responsible for any lost, damaged, or stolen personal property of Tenant or Tenant's Invitees. Landlord is not responsible for damage or injury to Tenant or any Invitee of Tenant or their respective property caused by fire, water, snow, frost, steam, heat, cold, dampness, falling plaster or other debris, sewers or sewage, gas, odor, noise, the bursting or leaking of pipes, plumbing, electrical wiring or equipment or fixtures of any kind, or of any other extended coverage perils, or by any act or neglect of any other person, except if such loss is the direct result of gross negligence or willful misconduct of Landlord.

15. INSURANCE.

15.2 Insurance. Tenant shall comply with the insurance requirements set forth herein during the Term. To the extent permitted by applicable Laws, Landlord reserves the right to adjust or waive any insurance requirements contained in this Lease. Tenant may self-fund its insurance requirements.

15.2.1 Evidence of Insurance Required Before Term Commences. **No use or occupancy under the Lease may be commenced until all insurance requirements contained herein, or required by applicable Laws, have been complied with by Tenant and evidence of such compliance satisfactory to Landlord as to form and content has been provided to Landlord.** As of the Effective Date, Tenant must provide Landlord with a Certificate of Insurance that clearly and unconditionally indicates that Tenant has complied with all insurance requirements set forth in this Lease.

15.2.2 Minimum Financial Security Requirements. All companies providing insurance required by this Lease must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Tenant to Landlord certifying that all insurance requirements set forth in this Lease have been unconditionally satisfied. Companies providing insurance under the Lease must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to Landlord, Landlord shall so notify Tenant in writing, and Tenant must promptly obtain a new policy or bond issued by an insurer acceptable to Landlord and submit to

Landlord evidence of its compliance with these conditions.

15.2.3 No Waiver of Liability. Tenant's failure to comply with the insurance requirements set forth in this Lease will not relieve Tenant from any liability hereunder.

15.2.4 Insurance Required for Entire Term of Lease. All insurance required by this Lease must be maintained during the entire Term. Tenant shall retain the right to satisfy any and all of the insurance obligations under this Lease by means of a self-funded plan or program.

15.2.5 Agent Acting as Authorized Representative. Each and every agent acting as authorized representative on behalf of a company affording coverage under this Lease shall warrant when signing the ACORD certificate of insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the accord certificates of insurance as evidence of such coverage. Landlord's coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions. In addition, each and every agent shall warrant when signing the ACORD certificate of insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

15.2.6 Certificate Holder. The **City of Atlanta** must be named as a certificate holder on all policies of insurance required of Tenant under this Lease. All notices must be mailed to the attention of **City of Atlanta Enterprise Risk Management at 68 Mitchell Street SW, Suite 9100, Atlanta, Georgia 30303**. In the event that any carrier providing insurance hereunder cannot comply with the requirement of naming the City of Atlanta as certificate holder, then Tenant must notify Landlord in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (5) days of any notices received from any insurance carrier providing insurance coverage under this Lease that concern the proposed cancellation or termination of coverage:

City of Atlanta
Enterprise Risk Management 68
Mitchell St. SW, Suite 9100
Atlanta, Georgia 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Tenant shall provide Landlord with evidence of required insurance prior to the Effective Date and any entry onto the Premises, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

15.2.7 Premises. The address of the Premises and name of Tenant must be referenced in the description section of the insurance certificate.

15.2.8 Additional Insured Endorsements Form CG 20 26 07 04 or equivalent. Landlord must be covered as an additional insured under all insurance (except worker's compensation and professional liability) required by this Lease and such insurance must be primary with respect to the additional insured. **Tenant must submit to Landlord an additional insured endorsement evidencing Landlord's rights as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this Lease. Endorsement must not exclude**

the additional insured from products - completed operations coverage. Landlord shall not have liability for any premiums charged for such coverage.

15.2.9 Self-Insured Retentions, Deductibles or Similar Obligations. Any self- insured retention, deductible or similar obligation will be the sole responsibility of Tenant.

15.2.10 Workers’ Compensation and Employer’s Liability Insurance. Tenant shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits to cover each employee who is or may be engaged in work for Tenant:

Workers’ Compensation.....	Statutory (O.C.G.A. Title 34, Chapter 9)
Employer’s Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

Notwithstanding the foregoing, the requirements of this Section 14.2.10 shall not apply to any Tenant that employs fewer than three (3) regular employees, per O.C.G.A. § 34-9-2(a)(2).

15.2.11 Commercial General Liability Insurance. Tenant shall procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants (if applicable)
- Additional Insured Endorsement (primary & non-contributing in favor of Landlord); and
- Waiver of Subrogation in favor of Landlord.

15.2.12 Commercial Automobile Liability Insurance. Tenant must procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles; and
- Waiver of Subrogation in favor of the City of Atlanta.

15.2.13 Builders Risk/ Installation Floater. Tenant or its Contractor shall procure and maintain a policy for Builders Risk/Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored

by the Tenant or its Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to 100 percent of the value of the renovations and repairs. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

15.2.14 Personal Property Insurance. Tenant shall at all times during the Term maintain insurance for the full replacement value of Tenant's personal property, fixtures, inventory, and all contents of the Premises.

16. EVENTS OF DEFAULT; REMEDIES.

16.1 Events of Default. The happening of any one or more of the following events (“**Event(s) of Default**”) during the Term, shall constitute a breach of this Lease on the part of Tenant:

16.1.1 Tenant fails to pay Rent or any other amount due as required under this Lease and such failure continues for ten (10) days after Rent or such other amount becomes due and provided notified as such;

16.1.2 Tenant vacates or abandons the Premises;

16.1.3 Tenant fails to comply with or abide by and perform any other provision or obligation imposed on Tenant under this Lease and fails to cure such default within forty-five (45) days after the date of written notice of default; however, provided that Tenant shall be afforded an opportunity to cure such default within the forty-five (45) day period or within such a reasonable time as may be required to cure the default. In the event that such failure shall be of such nature that it cannot reasonably be cured completely within such forty-five (45) day period, Tenant shall not be deemed to be in default if Tenant commences to cure the default within the forty-five (45) day cure period and thereafter diligently and in good faith proceeds to the remedy the default;

16.1.4 Tenant is adjudicated bankrupt or either voluntarily or involuntarily takes advantage of any debt or relief proceedings under any present or future Law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;

16.1.5 A permanent receiver is appointed for Tenant's property;

16.1.6 Tenant makes an assignment for the benefit of creditors; or

16.1.7 Tenant's effects are levied upon or attached in any proceeding against Tenant.

16.2 Remedies. Upon the occurrence of any Event of Default and the notice to cure period has expired under the Lease, Landlord may pursue any one or more of the following remedies without notice or demand whatsoever except as expressly provided in this Lease.

16.2.1 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and expel or remove Tenant and all persons and entities claiming

by or through Tenant and all property belonging to or placed on the Premises by or at the direction of Tenant, by force if necessary, without being liable to prosecution or any claim for damages.

16.2.2 Landlord may, at its option and with or without terminating this Lease, also declare the difference, if any, between (i) the entire amount of the Rent which would become due and payable during the remainder of the Term, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed-upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. § 13-6-7. Landlord hereby waives any claim for indirect, special or consequential damages against Tenant.

16.2.3 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-let the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting; and if this Lease shall not have been terminated, Tenant shall continue to pay all Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the Term of this Lease the difference, if any, between the rent and other charges collected from any subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rent reserved herein.

16.2.4 Notwithstanding the foregoing or anything to the contrary contained in this Lease, if Tenant defaults on more than two (2) occasions during the Term, then regardless of whether Tenant acts to remedy or cure the same, Landlord shall have the right to immediately terminate this Lease without notice to Tenant, and may remove all property of Tenant from being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord actually incurs by reason of the Tenant's default, not to exceed those as specified in Section 16.2.2.

16.2.5 The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise. All remedies provided in this Lease are cumulative and may be exercised alternatively, successively or in any other manner. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided.

16.2.6 All agreements and provisions to be performed by Tenant under this Lease shall be at the sole cost and expense of Tenant and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder or violates any provision of this Lease and such failure or violation shall continue for thirty (30) days after notice thereof by Landlord, Landlord is hereby empowered and Landlord may, but shall not be obligated to, make any such payment, perform any such other act or correct any such violation on Tenant's part to be made, performed or observed under this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rental hereunder and shall be payable to Landlord within thirty (30) days after receipt of written demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default

by Tenant in the payment of Rent.

17. REMEDIES OF DEFAULT AVAILABLE TO TENANT

17.1 Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this Lease. Notwithstanding anything to the contrary set forth in this Lease, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

17.2 All expenses incurred by Tenant in exercising Tenant's right to cure a Landlord default under this paragraph shall be payable by Landlord to Tenant within forty-five (45) days after written demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. Notwithstanding anything in this Lease to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents, invitees or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Tenant shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises without prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

18. VACATING PREMISES; ABANDONED PERSONAL PROPERTY.

18.1 Vacating the Premises. Upon the expiration or termination of this Lease, Tenant shall vacate and surrender the Premises and promptly remove all of its effects, personal property and equipment. Tenant shall completely repair, at Tenant's expense, any and all damage to the Premises or the Building resulting from or caused by such placement or removal by restoring the Premises and the Building to the condition when Tenant accepted the Premises as of the Effective Date, normal wear and tear and casualty excepted. The covenants and conditions of this Section survive any expiration or termination of this Lease.

18.2 Abandoned Personal Property. If Tenant fails or refuses to remove its effects, personal property or equipment from the Premises upon the expiration or termination of this Lease for any cause whatsoever, having been notified as such; such effects, personal property and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord. Tenant shall pay to Landlord within thirty (30) days of written demand any

and all expenses incurred by Landlord in the removal of such property, caused by the removal of such property and all storage charges (if Landlord elects to store such property). The covenants and conditions of this Section survive any expiration or termination of this Lease.

19. HOLDING OVER.

19.1 If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease with Landlord’s consent but without the execution of a new lease or any written agreement of the Parties, then Tenant shall be deemed a tenant-at-will and, commencing on the date following the date of such expiration or termination, shall owe rental payments to Landlord in an amount equal to one hundred twenty-five percent (125%) times the Rent payable by Tenant immediately preceding such expiration or termination, and shall be otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

18.2 In no event shall there be any renewal of this Lease by operation of law after the termination or expiration of this Lease.

20. NOTICES.

All notices required or permitted to be given under this Lease must be in writing and delivered (i) in person, (ii) by recognized national overnight delivery service, or (iii) by registered or certified U.S. Mail, return receipt requested, postage prepaid. Any such notice will be deemed received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of recognized national overnight delivery service, on the date of deposit with such service, (iii) in the case of registered or certified mail, on the date receipt is acknowledged on the return receipt for such notice. If delivery is rejected or refused or a courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no proper notice was given pursuant hereto, then the notice will be deemed received on the first date of such rejection, refusal or inability to deliver. All such notices must be addressed to the Parties at their respective addresses below or at such other address as either party may give to the other by notice in compliance with this Section.

Tenant’s Notice Address:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

With a copy to:

Fulton County

Attention: County Manager

141 Pryor Street,
10th Floor

Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303

Landlord's Notice Address:

City of Atlanta
Department of Enterprise Assets Management
Attn: Director of Real Estate
55 Trinity Avenue, SW, Suite G-139
Atlanta, Georgia 30303

With a copy to:

City of Atlanta Department of Law
Attn: City Attorney
55 Trinity Avenue SW, Suite 5000
Atlanta, Georgia 30303

21. DESTRUCTION; DAMAGE; CONDEMNATION.

21.1 Notice. Tenant and Landlord agree to give each other written notice of any damage or destruction to the Premises, including damage by fire or other casualty, promptly after such damage occurs.

21.2 Total Destruction or Material Damage. If the Premises are totally destroyed or so substantially damaged as to be wholly untenable, whether by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Rent shall be accounted for as between Landlord and Tenant as of such date.

21.3 Partial Damage. If the Premises are damaged by any such casualty or closed by Landlord in the interest of public health, but not wholly destroyed or rendered wholly untenable, then Rent shall abate in proportion to the use of the Premises affected, all insurance proceeds shall be paid to Landlord, and Landlord shall proceed diligently to restore the Premises to substantially the same condition as before the damage, whereupon payment of full Rent shall recommence; provided, however, that Landlord may elect to terminate this Lease if the damage shall be so extensive that the same cannot be reasonably repaired and restored within one hundred twenty (120) days from the date of the casualty. In such event, Rent shall be apportioned and paid up to the date of such casualty.

21.4 Condemnation. If all of the Premises or improvements to the Premises are taken or condemned for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if such a part of either is taken or condemned so as to render the remainder thereof unsuitable for Tenant's purpose, this Lease shall terminate on the date that the condemning authority actually takes possession of the part condemned in the same manner as if the date of such taking were

the date originally fixed in this Lease as the expiration of the Term. If this Lease is not so terminated, or upon a taking not within the scope of the foregoing, Rent shall abate in proportion to the area of the Premises taken. In no event shall Tenant have any right or claim to any part of any award made to or received by Landlord for such taking, or against Landlord for the value of any unexpired Term of this Lease; provided, however, Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for any permitted renovations completed by Tenant, and removal and relocation costs. Landlord reserves, and Tenant grants to Landlord, all other rights which Tenant may have for damages or injury to the Premises for any taking or eminent domain.

22. MISCELLANEOUS.

22.1 Entire Agreement. This Lease and the Exhibits attached hereto contain the entire agreement of the Parties hereto, and no other representations, inducements, promises or agreements between the Parties, oral or otherwise, not embodied herein, will be of any force or effect. This Lease may not be modified except by written agreement signed by the Parties hereto. No consent or approval of Landlord will be effective for any purpose unless Landlord executes a written instrument setting forth such consent or approval.

22.2 Headings. The section headings in this Lease are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Lease.

22.3 No Waiver. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof will constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

22.4 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of Georgia. The Parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Lease.

22.5 Encumbrances; Assignment and Subleasing. Tenant shall not mortgage, pledge, or otherwise encumber the Property, the Building, the Premises, this Lease or any interest herein or any right or privilege appurtenant thereto, and any mortgage or encumbrance so made shall be null and void. Tenant may not sublease all or any portion of the Premises or assign this Lease without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant may with the written consent of the Landlord, assign its lease interests to an alternate Tenant user department, which consent will not be unreasonably withheld. Any sublease or assignment made without Landlord's prior written consent shall be null and void ab initio. The provisions of this Lease will bind and inure to the benefit of Landlord and Tenant and their respective permitted successors, heirs, legal representatives, and assigns.

22.6 Force Majeure. Each of Landlord and Tenant shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such party.

22.7 Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof which may now or hereafter affect Landlord's interest in the fee title to the Premises. In confirmation of such subordination, Tenant shall, upon demand, at any time, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be reasonably requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof.

22.8 Attornment. If the holder of any mortgage, deed to secure debt, deed of trust, bond indenture, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon any such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease.

22.9 Estoppel. At any time and from time to time, Tenant, on or before the date specified in a request therefor made by Landlord, which date shall not be earlier than twenty (20) days from the making of such request, shall execute, acknowledge and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord a certificate (in a form to be reasonably required by Landlord) setting forth the Rent Commencement Date, expiration date of the Term, and the current amount of the monthly Rent, if any, payable hereunder, and stating whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing events of default on the part of any party hereunder to the knowledge of such party and specifying the nature of such events of default, if any; and (iv) the date through which Rent has been paid. Any such assignee, mortgagee or other party may rely upon the certificate delivered by Tenant hereunder.

22.10 Severability. If any clause or provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Lease and the unaffected terms and provisions shall remain in full force and effect.

22.11 Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as independent covenants of Tenant, not dependent on any other provisions of this Lease.

22.12 Modification. This Lease may be modified or amended only by written agreement signed by both Parties.

22.13 Construction; Opportunity to Consult with Counsel. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party drafting or causing the Lease to be drafted. Tenant has carefully read this Lease and understands it. Tenant executes this Lease as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

22.14 Time of Essence. Time is of the essence in the performance of this Lease and all covenants and provisions contained herein.

22.15 Counterparts; Facsimile Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Lease, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

22.16 Authority. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute this Lease on behalf of Tenant or Landlord, as applicable, and that Tenant and Landlord, as applicable, have the full right and authority to execute and deliver this Lease.

22.17 Exhibits. The following Exhibits are attached hereto and made a part of this Lease by this reference:

Exhibit "A" – Floor Plans of Premises

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

TENANT:

FULTON COUNTY, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Tonya Grier
Clerk of Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Jo
County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

By: _____
MUNICIPAL CLERK (Seal)

LANDLORD:

CITY OF ATLANTA, a municipality
organized under the laws of the State of
Georgia

By: _____
Name: Andre Dickens
Title: Mayor

RECOMMENDED:

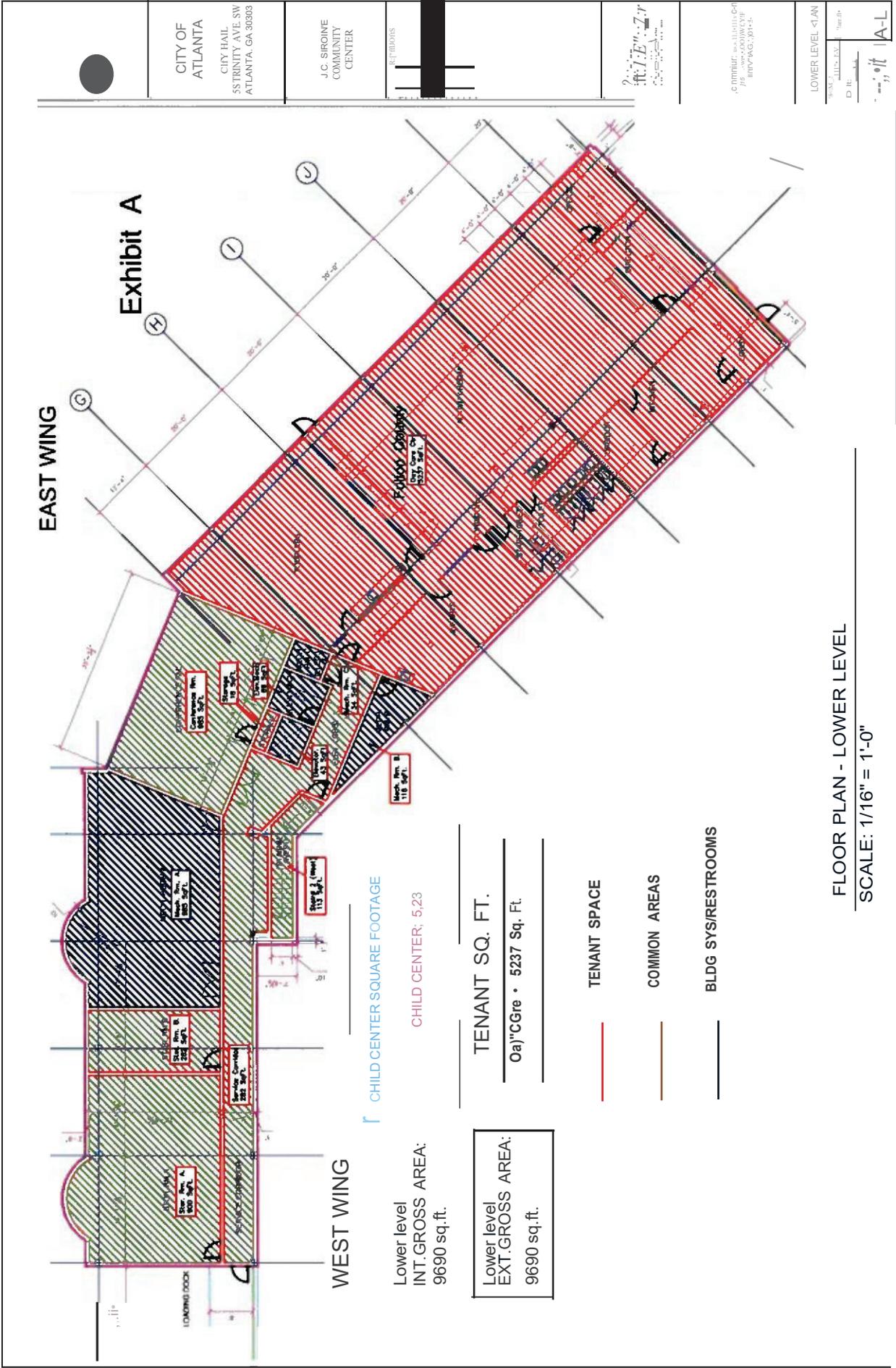
By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

Exhibit A
Floor Plans of Premises

[See following page]



CITY OF
ATLANTA
CITY HALL
55 TRINITY AVE. SW
ATLANTA, GA 30303

J.C. SIROINE
COMMUNITY
CENTER

REVISIONS



DATE: 11/11/11
BY: J.E. Z...

© 2011 J.E. Z...

LOWER LEVEL - 1 AN

DWG NO. 11111-1111

DATE: 11/11/11

SCALE: 1/16" = 1'-0"



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0186

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing “National Community Development Week” **(Abdur-Rahman/Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0188

Meeting Date: 4/1/2026

Department

Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Statewide contract - Registration & Elections, Georgia Secretary of State, PE-47800-SS-2024-000000006, SoleSource - KNOWiNK in the amount of \$252,217.78 with KNOWiNK, LLC (St. Louis, MO)) to provide mailing & voter communication services such as precinct card mailings, communication notices and printing and mailing of absentee ballots. Effective upon approval through June 11, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-461, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: The Secretary of State contracted KNOWiNK, LLC for printing services, with the option of the Counties to mail the precinct cards or to pay KNOWiNK to mail the precinct cards. The Department opted for KNOWiNK to mail the precinct cards as the total cost is lower than incurring shipping and handling; cost of staff to process postage and delivery to the post office..

Scope of Work: KNOWiNK, LLC. will provide mailing & voter communication services such as precinct card mailings, communication notices and printing and mailing of absentee ballots.

Community Impact: These services enable the Department to streamline the process while reducing cost.

Department Recommendation: The Department of Registration and Elections recommends approval.

Project Implications: These services enable the Department to streamline the process while reducing cost.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this request.

Department Issues/Concerns: The Department does not have issues or concerns with this request.

Contract Modification: New procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$252,217.78
Contract Value: \$252,217.78
Prime Vendor: KNOWiNK, LLC
Prime Status: Non-Minority
Location: St. Louis, MO
County: Jefferson County
Prime Value: \$252,217.78 or 100.00%

Total Contract Value: \$252,217.78 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Georgia Secretary of State, PE-47800-SS-2024-000000006

Exhibit 3: Pricing

Contact Information *(Type Name, Title, Agency and Phone)*

Nadine Williams, Director, Registration and Elections, 404-612-7020

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: **\$252,217.78**

TOTAL: **\$252,217.78**

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2654-1456: General, Registration & Elections, Postage - \$139,550.00

Funding Line 2:

100-265-2655-1456: General, Registration & Elections, Postage - \$38,300.00

Funding Line 5:

100-265-2654-1160: General, Registration & Elections, Professional Services - \$37,183.89

Funding Line 6:

100-265-2655-1160: General, Registration & Elections, Professional Services - \$37,183.89

Key Contract Terms	
Start Date: Upon approval	End Date: 6/11/2026
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A



CONTRACT RENEWAL NO. 1

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Secretary of State
Supplier's Full Legal Name:	KNOWiNK
Contract No.:	PE-47800-SS-2024-000000006
Solicitation No./Event ID:	PE-47800-SS-2024-000000006
Solicitation Title/Event Name:	Sole Source - KNOWiNK
Contract Award Date:	05/30/2024
Current Contract Term:	Initial 1 Year
Amendment No.:	1

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:

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/12/2025
End Date of New Contract Term:	06/11/2026

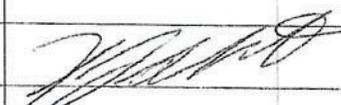
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

CONTRACT NUMBER: PE-47800-SS-2024-000000006

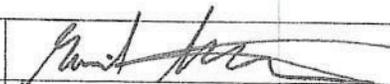
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance 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.

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)	KNOWINK
Authorized Signature:	
Printed Name and Title of Person Signing:	KEVIN J SCHOTT / CFO
Date:	3/27/25
Company Address:	460 NORTH LINDBERGH ST. LOUIS MO. 63141

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Gabriel Sterling COO
Date:	4/2/2025
Company Address:	2 MLK Jr. Drive Suite 802 Floyd W Tower, Atlanta, GA 30334

State of Georgia State Entity Standard Contract Form

Solicitation Title SoleSource – KNOWINK	Solicitation Number PE-47800-SS-2024-00000006	Contract Number PE-47800-SS-2024-00000006
---	---	---

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

State Entity's Name Secretary of State Office	(hereafter called State Entity)
Contractor's Name KNOWINK	(hereafter called Contractor)

2. Contract to Begin: **May 30, 2024** Date of Completion: **May 29, 2025** Renewals: **4 (1-year) Options to Renew**

3. Performance Bond, if any: **N/A** Other Bonds, if any: **N/A**

4. Maximum Amount of this Contract: **No guaranteed amount** Total Financial Obligation of the State Entity for the First Fiscal Year: **No guaranteed amount** Total Financial Obligation of the State Entity for each Renewal Period if Renewed: **No guaranteed amount**

5. Authorized Person to Receive Contract Notices for State Entity: **Kim Ford** Authorized Person to Receive Contract Notices for Contractor: **David Greenwalt**

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity 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.

7. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) KNOWINK	
By (Authorized Signature) <u>Kevin Schott</u> <small>Kevin Schott Jun 5, 2024 15:35 CDT</small>	Date Signed Jun 3, 2024
Printed Name and Title of Person Signing Kevin Schott, CFO	
Address 460 N Lindbergh Blvd, St Louis, MO 63141	

8. **State Entity**

State Entity Name Secretary of State	
By (Authorized Signature) <u>Gabriel Sterling</u> <small>Gabriel Sterling Jun 17, 2024 2:04 EDT</small>	Date Signed Jun 12, 2024
Printed Name and Title of Person Signing Gabriel Sterling, COO	
Address 2 M.L.K. Jr. Dr. SE, Suite 820, Atlanta, GA 30334	

8

STATE OF GEORGIA
AGENCY STANDARD 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) **"Contractor"** means the provider(s) of the Services under the Contract.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the 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 State Entity.
- (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.
- (v) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (vi) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vii) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (viii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
- (ix) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for 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 Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **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 Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form 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 State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this 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 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 State Entity, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The 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 Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the 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.
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 State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

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

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity 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 State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the 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 Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The State Entity 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 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 State Entity to declare the Contractor in default of its obligations under the Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The State Entity determines that satisfactory performance of the 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 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 State Entity 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 Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity'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 State Entity may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the 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, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
 - (ii) The State Entity's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity 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 State Entity is obligated to pay pursuant to the 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 Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:
 - (i) Cease work under the 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 Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
 - (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
 - (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
 - (v) Immediately return to the State Entity any payments made by the State Entity 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 Contract. The Contractor shall presume that all information received pursuant to the 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 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 Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity 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 Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the 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 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 Contract shall survive termination of the 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 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 Contract;
- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the 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 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 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 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 State Entity 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 State Entity 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 State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

- 5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the 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 State Entity Standard 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 Contract and the Contractor's Response, whether or not the 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 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 Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity 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 State Entity 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 State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the 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 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 Contract shall not infringe upon any other work, other than material provided by the 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 Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the 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 and the State Entity.

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 Contract are or will be fully satisfied by the Contractor so that the State and the State Entity 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 State Entity. Except as otherwise expressly authorized by the State Entity, 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 Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this 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.** State Entity 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 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 Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity 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 State Entity 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 Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

If this 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 State Entity 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 State Entity 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 State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of the State Entity Standard 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 State Entity in writing shall not be included in this 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 State Entity 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 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 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. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. If the value of this Contract

is \$100,000 or more and Contractor is a company that employs more than five persons, 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. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

5. 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, 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 subcontractor hired to work on any job assigned under this 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).

6. Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

7. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

8. 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 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 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.

- 9. 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 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 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.

- 10. Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 11. Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, 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 Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

12. **Integration.** The 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 Contract.
13. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
14. **Not a Joint Venture.** Nothing in the 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 Contract.
15. **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 Contract, and for any default of activities and obligations.
16. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
17. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity 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 Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
18. **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 Contract on behalf of the party at the address identified in the State Entity Standard 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.

19. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the 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.
20. **Severability.** If any provision of the 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 Contract. Further, if any provision of the 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 State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
21. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
22. **Authorization.** The persons signing this 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 Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
23. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
24. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the 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. 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 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.

25. **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 Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
26. **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.
27. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity 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.
28. **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 State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
29. **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.
30. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is 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 State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
31. **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 State Entity or its representative filing for damages for breach of contract.
32. **Delay or Impossibility of Performance.** Neither party shall be in default under the 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 Contract.
33. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract

shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this 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.

- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** The State Entity and the Contractor agree that the 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.
- 36. Further Assurances and Corrective Instruments.** The State Entity 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 Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this 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 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.



Georgia Procurement Registry

Sole Source Notification

Notice Process	Sole Source Notification
Purchase Type	Sole Source
Category Type	Services_SpecialProjects
Notice Number	PE-47800-SS-2024-000000006
Agency Code/Name	47800 - SECRETARY OF STATE
Government Type	state
Fiscal Year	2024
	47800 - SECRETARY OF STATE is providing public notice of its intent to award a sole source contract for the following event, PE-47800-SS-2024-000000006 See below Purpose of the Sole Source for more details.
Notice Posted Date	05-14-2024 03:58 AM
Notice Title	Sole Source - KNOWiNK
Bid Closing Date/Time	05-30-2024 01:03 PM
Buyer Name	Kim Ford
Buyer Phone	470-312-2664
Buyer E-mail	kford@sos.ga.gov
Notice Status	Awarded

Purpose of the Sole Source

The Georgia Secretary of State is providing public notice of its intent to award a contract to KNOWiNK to provide Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the State as part of integrating these printing services within their new voter registration system using the currently integrated software solution provided by KNOWiNK. KNOWiNK has been identified as the sole source for this purchase for the reasons stated in the attached sole source notice. The State wishes to award the supplier 1 yr. initial term with four (4) (1 yr.) renewals. Any supplier capable of providing the identified goods/services may challenge this sole source determination by filing a written protest with the Deputy Commissioner of the State Purchasing Division (SPD) in accordance with the protest procedures outlined in Section 6.5, Step 4 - Supplier Participates in Protest Process of the GPM. The protest must be received prior to the closing date and time identified herein. Until further notice, all protests must be submitted electronically via email at protests@doas.ga.gov.

Market Research

Sole Source: A purchasing situation in which the procurement is available from only one source. The announcement must be posted to the GPR in accordance with the Georgia Procurement Manual, Section 2.3.2.2.

Identify efforts made to locate other possible sources

KNOWiNK currently holds all voter registration data within our new election system. They have a proprietary program to efficiently extract the information we need at will and print it without SOS having to pay to request the information and then prepare a pdf form for each occurrence for another vendor to print. We are able to eliminate the time and effort costs while receiving on-demand services for voter related printing.

Supplier Name:	KNOWiNK
Supplier Contact:	David Greenwalt
Supplier email:	david@knowink.com
Supplier Phone:	314-410-6785

Scope Of Work

Provide a detailed description of exact or estimated quantity, per unit price, and the total estimated value of the open contract to include the estimated quantity X unit price (if the exact units are not known).

The Secretary of State is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the Agency's third-party voter registration system to print Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the state as part of integrating these printing services within their new voter registration system and already-existing data transfer integrations.

Complete the Following:(For justifying a Sole Source)

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the solution is the only solution which will meet the state entity needs).

The Secretary of State is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the Agency's third-party voter registration system to print Daily Precinct Cards, Special Run/Requested Precinct Cards, and other Elections & Voter Registration documents for the state as part of integrating these printing services within their new voter registration system and already-existing data transfer integrations. KNOWiNK's data transfer solution is currently deployed with the State of Georgia's voter registration system, known as GARViS. KNOWiNK is the only integrated vendor with a near-real-time API and a redundant static file transfer that transfers millions of voter data points, including PII, and millions of ballot records. This custom, secure, and reliable solution is fully deployed and would act as the infrastructure for this project, which would also entail the reliable and secure transfer of millions of voter records. KNOWiNK has also worked to account for over 50 unique edge cases that have occurred in the complex data transfer of Voter Registration/Elections data, and those resolutions would be applied in this solution. KNOWiNK has developed a separate, proprietary Document Generation protocol that enables efficient, secure production of pre-defined voter documents, which are presorted for delivery by the United States Postal Service (USPS) upon being generated and printed. Using KNOWiNK's secure, proprietary data transfer protocol software between the ePulse system and GARViS, the State will be able to provide the legally required: - Daily Precinct Cards, - Special Run/Requested Precinct Cards, and - Other Elections & Voter Registration documents. The process simultaneously creates a unique digital image of the document, which is transmitted to the voter registration system, leveraging the existing integration that has already been built by KNOWiNK & SOS for Voter Registration signatures/data, to be absorbed into the specific voter record using the secure file transfer protocol. These proprietary processes work in tandem to provide seamless integration between the state's voter registration system, GARViS, and KNOWiNK's on-demand printing and mailing solution.

Exclusive Capability

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

A letter from the Original Equipment Manufacturer (OEM) or Publisher is required that warrants that no other items/products are available for purchase that would serve the same purpose or function or items/products for which competition is precluded because of the existence of a patent, copyright or monopoly.

KNOWiNK warrants that no other software is available for purchase that would serve the same purpose or function and there is only one price for the software because of its exclusivity.

NIGP Code Selection

20970--Printing Software, Mainframes and Servers

96625---Digital Printing

Documents List

📄 Sole Source Statement for the State of GA.pdf

📄 PE_47800_SS_000000006 NOA_signed.pdf

Procedure to challenge a solicitation	
Any supplier capable of providing the identified goods/services may challenge this event determination by filing a written protest with the Deputy Commissioner of the State Purchasing Division (SPD) in accordance with the protest procedures outlined in Section 6.5, Step 4-Supplier Participates in Protest Process of the Georgia Procurement Manual. The protest must be received prior to the closing date and time identified herein.	
MAIL	Attn: Deputy Commissioner - Procurement State Purchasing Division, Department of Administrative Services 200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010
EMAIL	protests@doas.ga.gov
MORE INFORMATION	https://doas.ga.gov/state-purchasing/purchasing-law-administrative-rules-and-policies/overview

May 8, 2024

Re: KNOWiNK Sole Source Statement for the State of Georgia

KNOWiNK is the current provider of Georgia's statewide electronic poll book solution (Poll Pad), a state voting system component. KNOWiNK has developed and deployed a proprietary API Gateway as part of the Poll Pad solution. This API Gateway allows for the efficient, secure transfer of data and files between state voter registration systems and the Company's election management platform, ePulse.

It is KNOWiNK's understanding the state of Georgia is interested in using KNOWiNK's secure, proprietary data transfer protocol software between KNOWiNK's ePulse system and the State's third-party voter registration system to print Precinct Cards, Special Run Precinct cards and other documents for the State as part of integrating these printing services within their new voter registration system.

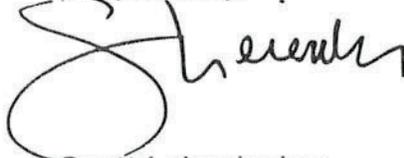
SCOPE OF SERVICES

- KNOWiNK's data transfer solution is currently deployed with the State of Georgia's voter registration system, GARViS.
- KNOWiNK is the only integrated vendor with a near-real-time API and a redundant static file transfer that transfers millions of voter data points, including PII, and millions of ballot records. This custom, secure, and deployed solution would act as the infrastructure for this project, which would also entail the reliable and secure transfer of millions of voter records. KNOWiNK has also worked to account for over 50 unique edge cases that have occurred in data transfers, and those resolutions would be applied in this solution.
- KNOWiNK has developed a separate, proprietary Document Generation protocol that enables efficient, secure production of pre-defined voter documents presorted for delivery by the United States Postal Service (USPS).

- Using KNOWiNK's secure, proprietary data transfer protocol software between the ePulse system and the State's third-party voter registration system, the State will be able to provide legally required:
 - Precinct Cards,
 - Special Run Precinct Cards, and
 - Other documents
- The process simultaneously creates a unique digital image of the document, which is transmitted to the voter registration system to be absorbed into the specific voter record using the secure API Gateway.
- These proprietary processes work in tandem to provide seamless integration between the state's voter registration system, GARViS, and KNOWiNK's on-demand printing and mailing solution.

KNOWiNK warrants that no other software is available for purchase that would serve the same purpose or function and there is only one price for the software because of its exclusivity.

Respectfully,



Scott Leiendecker
Founder & CEO



Georgia

NOTICE OF AWARD

Solicitation Title/Event Name: Sole Source - KNOWiNK

Solicitation No/Event ID: PE-47800-SS-2024-0000000006

Solicitation Close/Event End Date: May 29, 2024

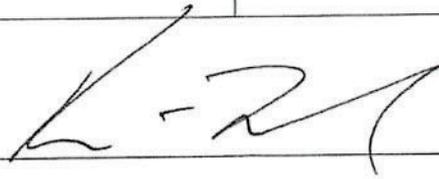
Notice of Award Posting Date: May 30, 2024

Issuing Officer: Kim Ford

Issuing Officer Contact Information: 470-312-2664

The State has awarded a contract to the successful offeror(s). Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed below beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees. **All protests must be submitted electronically via email at doas.protests@doas.ga.gov.** Please reference the *Georgia Procurement Manual* for the supplier protest process updated **August 2020**: <http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies>

SUCCESSFUL OFFEROR(S)	AWARD AMOUNT
KNOWink	\$450,000
UNSUCCESSFUL OFFEROR(S)	REASONS

Authorized Signature: 

PE-47800-SS-2024-000000006 - KNOWiNK Contract

Final Audit Report

2024-06-12

Created:	2024-05-31
By:	Livia Taylor (ltaylor@sos.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqi6EoC5EiOdiROz1EKkoiwIGt0vST6WA

"PE-47800-SS-2024-000000006 - KNOWiNK Contract" History

-  Document created by Livia Taylor (ltaylor@sos.ga.gov)
2024-05-31 - 5:28:01 PM GMT
-  Document emailed to KIMBERLY FORD (KFORD@SOS.GA.GOV) for approval
2024-05-31 - 5:37:33 PM GMT
-  Email viewed by KIMBERLY FORD (KFORD@SOS.GA.GOV)
2024-06-03 - 12:23:23 PM GMT
-  Document approved by KIMBERLY FORD (KFORD@SOS.GA.GOV)
Approval Date: 2024-06-03 - 12:24:01 PM GMT - Time Source: server
-  Document emailed to bevans@sos.ga.gov for approval
2024-06-03 - 12:24:03 PM GMT
-  Email viewed by bevans@sos.ga.gov
2024-06-03 - 1:25:12 PM GMT
-  Signer bevans@sos.ga.gov entered name at signing as J. Blake Evans
2024-06-03 - 1:28:52 PM GMT
-  Document approved by J. Blake Evans (bevans@sos.ga.gov)
Approval Date: 2024-06-03 - 1:28:54 PM GMT - Time Source: server
-  Document emailed to Kevin Schott (kevin@knowink.com) for signature
2024-06-03 - 1:28:56 PM GMT
-  Email viewed by Kevin Schott (kevin@knowink.com)
2024-06-03 - 1:43:50 PM GMT

 Document e-signed by Kevin Schott (kevin@knowink.com)

Signature Date: 2024-06-03 - 8:10:33 PM GMT - Time Source: server

 Document emailed to gsterling@sos.ga.gov for signature

2024-06-03 - 8:10:35 PM GMT

 Email viewed by gsterling@sos.ga.gov

2024-06-12 - 1:09:26 PM GMT

 Signer gsterling@sos.ga.gov entered name at signing as Gabriel Sterling

2024-06-12 - 1:11:01 PM GMT

 Document e-signed by Gabriel Sterling (gsterling@sos.ga.gov)

Signature Date: 2024-06-12 - 1:11:03 PM GMT - Time Source: server

 Agreement completed.

2024-06-12 - 1:11:03 PM GMT

KNOWINK, LLC
2026 ELECTIONS (JANUARY TO JUNE 2026

Description	Quantity	Unit price	Total
Mailing & Voter Communication Services			
Precinct Card Mailings	250,000.00	\$ 0.55	\$ 137,500.00
Confirmation Notices	5,000.00	\$ 0.27	\$ 1,350.00
Absentee Ballot Mail-Outs	7,500.00	\$ 3.90	\$ 29,250.00
			<u>\$ 168,100.00</u>
Total			
Postage for Absentee Ballot Mailout	7,500.00	\$ 0.78	\$ 5,850.00
Postage for Confirmation Notice Mail-Outs	5,000.00	\$ 0.78	\$ 3,900.00
			<u>\$ 9,750.00</u>
Total			<u><u>\$ 177,850.00</u></u>

Grand total

Knowink Poll Pad Data Estimate	\$ 14,367.78
ABS vendor for mailing ABS ballots	\$ 60,000.00
Grand total	<u><u>\$ 74,367.78</u></u>

REQUESTED AMOUNT

\$ 252,217.78

Current Request

	UNIT 2654	UNIT 2655
Mailing 1456	\$ 139,550.00	\$ 38,300.00
Knowink Poll Pad Data Estimate (1160)	\$ 7,183.89	\$ 7,183.89
ABS vendor mailing ABS ballots (1160)	\$ 30,000.00	\$ 30,000.00
	<u>\$ 176,733.89</u>	<u>\$ 75,483.89</u>

\$ 252,217.78



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0189

Meeting Date: 4/1/2026

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell Contract # 011723-CAT, Heavy Construction Equipment with Related Attachments and Technology in the amount not to exceed \$235,550.00 with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA), for the purchase and delivery of one (1) Caterpillar, Inc. Model: 320 Excavator. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or state contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works is requesting approval to utilize cooperative purchasing, Sourcewell Contract # 011723-CAT, with Caterpillar through Sourcewell's Authorized Representative Yancey Bros. (Atlanta, GA) to provide a Caterpillar, Inc. Model 320 Excavator.

Scope of Work: Fulton County has over 2,000 miles of buried sewer infrastructure and the Caterpillar 320 excavator will be used for excavating and uncovering buried sewer infrastructure,

assisting and facilitating repairs, installation of new sewer pipes, manholes and other assets. The purchase was budgeted as part of an enhancement request contained within the 2026 Water & Sewer Fund 201 budget.

Community Impact: The excavator will be used daily to assist with the repairs of sewer assets throughout the community, rehabilitating the collection system and assuring our sewer assets meet and remain compliant with permits and applicable state and federal requirements.

Department Recommendation: The Department of Public Works requests the purchase of a Caterpillar, Inc. Model 320 Excavator.

Project Implications: Repair and replacement of sewer infrastructure will be severely hampered if the Department does not have the correct and necessary equipment to perform this type of work.

Community Issues/Concerns: No Community Issues/Concerns have been raised to the Department of Public Works.

Department Issues/Concerns: None have been raised by the Department of Public Works.

Contract Modification: New Procurement

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Sourcewell Contract # 011723-CAT

Exhibit 2: Justification Form

Exhibit 3: Cost Proposal Sheet

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Agenda Item No.: 26-0189

Meeting Date: 4/1/2026

Previous Adjustments: \$0.00
This Request: \$235,550.00
TOTAL: \$235,550.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5469-1410: Water & Sewer Revenue, Public Works, Maintenance Supplies

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: N/A Renewal Options

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?

Yes

Report Period Start: N/A **Report Period End:** N/A



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier 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 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 will 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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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. Supplier 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.

Supplier 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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 Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. 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 not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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 Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell 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.** Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier 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 Supplier'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 Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell 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 Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell 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 Contract 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 party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. 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 of this Contract, 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. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota 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 by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development 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 Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier 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 Supplier 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 Supplier or its subcontractors.

D. **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.** Supplier's Participating Dealers 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 Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier 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

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Patrick Kearns
By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

Date: 5/5/2023 | 9:41 AM CDT

Date: 5/24/2023 | 9:13 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html
7	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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	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.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html</p>
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.</p>
12	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.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>

16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>
17	<p>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.</p>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
-----------	----------	------------

19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	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?	<p>While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.</p>	*

23	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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.
----	--	---

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Baltimore County, MD	Jamie Donahue	410-952-6981
Washington DC Fleet	Greg Harrelson	202-437-3799
Town of Scituate Mass.	Kevin Cafferty	781-545-8732

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420

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 *
-----------	----------	------------

26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

30	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.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.
34	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?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	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?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	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.	<p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/</p>
----	---	---

41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish.</p> <p>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity. *</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.</p> <p>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.</p> <p>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
----	--	---

42	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.	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>
43	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.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

<p>44</p>	<p>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.</p>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
-----------	---	---

45	<p>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?</p>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
----	---	--

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
49	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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.
50	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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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 *
57	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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	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.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	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.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
61	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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well.</p> <p>1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software.</p> <p>2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy.</p> <p>3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting.</p> <p>4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.</p>
67	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.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offering see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: 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
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA

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.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing PlanSamples](#) - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses 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 Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed 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.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
 SOU Jeremy Schwartz
 By: C0FD2A139D06489...
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
 Cat Patrick Kearns
 By: 68A87926721B4E0...
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:48 PM PDT



January 16, 2026

Fulton County General Services Dept.

Sourcewell CAT CONTRACT# 011723-CAT

Sourcewell ID # **Account #19647**

RE: Quote 299731-02

Caterpillar, Inc. Model: 320 Excavator

CONFIGURATION DETAILS

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
320 07F HEX AM-N CFG4B	633-9119		1	257,800
320 07 EXCAVATOR ARRANGEMENT	547-3690		1	0
COMMON ARRANGEMENT	578-6723		1	0
GUARD, SWIVEL, STD	134-8875		1	0
LINES, FRONT, STD	489-2950		1	0
ALTERNATOR, 145A C4.4 ENGINE	490-4847		1	0
PEDAL, STRAIGHT TRAVEL	490-7715		1	0
VALVE, FINE SWING	493-9765		1	0
CYLINDER, BOOM	494-4985		1	0
BATTERIES, 2	506-5013		1	0
FRAME, SWING, HD	507-4834		1	0
MONITOR, 10"	511-9428		1	0
BOOM TUBE W/EOU	513-3210		1	0
SENSOR, PRESSURE, EOU	513-3214		1	0
FILM, OPERATING PATTERN, 2WAY	520-9418		1	0
RECEIVER, BLUETOOTH	524-8272		1	0
MACHINE ECM	525-7678		1	0
UNDERCARRIAGE HD, W/SD ROLLER	573-5699		1	0
COUNTERWEIGHT, 10,360LB	575-2650		1	0
LIGHT, CHASSIS	577-3907		1	0
LINES, AIR CONDITIONER	577-7865		1	0
SWIVEL, W/SWING SENSOR	587-1510		1	0
TRAVEL, ALARM	592-8316		1	0
SWING DRIVE	599-0934		1	0
CAB, DELUXE	609-5071		1	0
BEARING, SWING, HD	621-1636		1	0
LINES, SWIVEL W/SWING SENSOR	626-4681		1	0
VALVE, HYDRAULIC, TCS, HL	490-3949		1	0
RETURN PIPE, TCS/TCS MP	561-2355		1	0
CIRCUIT, COMBINED, ADV	577-8963		1	0
LINES, MAKE UP, TCS	618-9189		1	0
LIGHT, BOOM LH	577-3925		1	0
LIGHT, BOOM RH	577-3927		1	0

RADIO MODULE, PL243 CELLULAR	589-1744	1	0
WIRING, PRODUCT LINK ELITE	594-2025	1	0
AUXILIARY RELAY	609-0104	1	0
JOYSTICK STEER	612-9181	1	0
LANE 3 ORDER	0P-9003	1	0
TRACK, 31" TG	521-3306	1	5,210
GUARD, TRACK GUIDE, SEGMENTED	526-8766	1	1,930
BOOM, REACH 18'8" HD	577-5865	1	9,680
STK, R9'6" HD W/THUMB BRACKET	490-7676	1	5,290
LINKAGE, BKT, B1 W/EYE GRADE	492-8537	1	3,165
CYLINDER, STICK	586-3636	1	3,805
CYLINDER, BKT, B1	490-4179	1	2,590
BKT HD 42" 1.31YD3 B1	552-8239	1	10,944
TIP, PENETRATION PLUS ADVANSYS	505-4097	5	675
SIDECUTTERS, HEAVY DUTY	357-2698	1	1,451
HYDRAULIC PKG, COMB ADV	633-9190	1	8,280
SUCTION LINE, PUMP, STD	489-2952	1	0
CONTROL, QC	517-4758	1	1,120
LINES, DRAIN, PG QC	549-8149	1	0
LINES, HP, REACH BOOM	578-9186	1	1,600
LINES, QC, REACH BOOM	570-4691	1	1,740
LINES, HP, R9'6" STICK	356-8117	1	1,470
LINES, QC, R9'6" STICK	242-6490	1	1,360
JOYSTICKS, VERTICAL SLIDER	528-6835	1	1,540
WIPER, RADIAL W/LOWER	484-8022	1	375
FLOORMAT, STD	484-8025	1	0
SUN SCREEN, REAR	488-6450	1	270
CAMERA, 360 VISIBILITY	624-7714	1	2,935
LIGHTS, CAB, W/RAIN PROTECTOR	577-8973	1	910
LIGHTS PKG, BOOM LH & RH	579-5428	1	408
MIRROR, CAB, W/O GUARD	580-8628	1	138
GRADE 2D ASSIST & PAYLOAD	624-7796	1	0
GRADE SENSOR, REACH BOOM	621-4821	1	0
GRADE SENSOR, R9'6" STICK	621-4808	1	0
PROD LINK, PLE643/PLE743 RADIO	594-9052	1	0
NETWORK MANAGER, A6N1	555-7286	1	0
JOYSTICK STEER + AUX RELAY PKG	617-0334	1	1,335
GUARD, BOTTOM, STD	576-9411	1	900
GUARD, TRAVEL MOTOR, STD	488-9287	1	134
STORAGE TRAY	576-9463	1	62

SCREEN, RADIATOR	491-8272	1	257
HANDHOLDS, RAD COMPARTMENT	508-9617	1	72
QUICK DRAINS READY	490-7705	1	0
INTEGRATED RADIO, W/O DAB	502-7166	1	725
FILM, EMC	528-4738	1	0
FILM, INTERIOR, ANSI	573-4351	1	0
FILM, EXTERIOR, ANSI	578-2907	1	0
FILM, ROPS	567-3816	1	0
FILM, STICK WARNING, ANSI	567-3815	1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926	1	0
STORAGE PROTECTION (EXPORT)	0G-4126	1	76
STORAGE PROTECTION (EXPORT)	0P-7563	1	27
ROLL ON-ROLL OFF	0G-4202	1	171
Removed - STORAGE PROTECTION (EXPORT)	0G-4126	1	(76)
Removed - STORAGE PROTECTION (EXPORT)	0P-7563	1	(27)
Removed - ROLL ON-ROLL OFF	0G-4202	1	(171)
Total (incl.Attachments) per DBS:			328,445
Total Modifications:			(274)
Modified Consist Total:			328,171
CAT Components (Attachments)			
CONNECTOR LINES, THUMB	418-0310	47	1,569
Total CAT List/Net:			329,740

Total List Price **\$329,740**

Sourcewell Contract 16% off List Price	-\$52,758
Price after Sourcewell Discount	\$276,982
Mandatory Service & Freight	Included
Hydraulic Thumb w/ Installation	Included
12 Mo Premier Warranty	Included
36 Mo/ 3000 Hr Pwt., Hyd. & Tech Warranty	Included
36 Mo/ 3000 Hr Premium CVA (Basic)	\$10,238
Total Price with CVA Added	\$287,220
Additional Fulton County Discount	-\$51,670

TOTAL QUOTE PRICE **\$235,550**

Accepted by _____ on _____

Sincerely,

Cameron Day
Machine Sales / Heavy Rents Rep
Yancey Bros. Co.



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Complete the form below to request the Department of Purchasing review the request to engage in cooperative purchasing.

Requesting Department/Agency Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: Caterpillar Excavator 320 Model Excavator-Sourcewell Contract # 011723-CAT

Estimated Spending Request: \$235,550.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

<input checked="" type="checkbox"/> Public Cooperative Entity (EX: Omnia Partners, NASPO) List Cooperative Entity: Sourcewell	<input type="checkbox"/> State of Georgia Statewide Contracts (Department of Administrative Services)
<input type="checkbox"/> Federal Government (GSA Contract)	<input type="checkbox"/> Other Governmental Entity (Ex: City of Atlanta, DeKalb County) List Government Entity:

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.

Cooperative purchase programs benefit the county by leveraging the much larger markets use to formulate the agreements and increase the pool of vetted suppliers saving time and resources due to the efforts of certified local, state and federal departments.

2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

- a. Leveraging benefits of volume purchasing. *By the State or federal government far reaching markets multiple orders increase the unit volume for the vendors resulting in better pricing for the customers.*
- b. Volume discounts: *As stated, increased volume from multiple buyers allows the vendor to provide volume discounts.*
- c. Service delivery requirement advantages. *No delivery advantage for this purchase*

3. Document market research that was completed to determine use of cooperative purchase request.

Cooperative Purchase agreements are the result of extensive market research that are conducted by large government agencies or large public organizations such as School systems, police departments etc. By conducting these large market research programs, and allowing municipalities to leverage them, the public benefits.

4. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
5. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	X	
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	X	
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	X	
The use of the contract meets the needs of the requesting department/agency.	X	
The proposed contracting entity is authorized to conduct business in the State of Georgia.		
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.		
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.		
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contact. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.		

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

_____ meets the requirements

_____ does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____
Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0190

Meeting Date: 4/1/2026

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Public Works, 25ITB1421243A-ST, Standby Utility Pavement Patching & Paving Services in an amount not to exceed \$600,000.00 with the K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services. Effective upon BOC approval through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background This request is for an increase in spending authority for K&E Group USA, LLC (Atlanta, GA) to provide standby utility pavement patching and paving services.

In 2025, 59 emergency repairs were completed in total. However, as of February 2026, 21 emergency repairs have been completed since January 1st. If this trend continues, the projected number of repairs will exceed 2025, and the current budgeted amount will be insufficient to cover additional repairs.

Scope of Work: The contract provides standby utility patching and paving services for projects involving less than 300 square yards of pavement damaged by water and sewer maintenance, installation, or repairs. Work includes furnishing all labor, equipment, and materials necessary for the construction and emergency repair of streets, sidewalks, curbs, gutters, and other paved surfaces throughout Fulton County, in accordance with GDOT, County, and City standards. Services, including emergency paving repairs, are performed on an as-needed basis in areas disturbed by County crews responding to water and sewer repairs.

Community Impact: This contract will positively impact the community by patching pavement, sidewalk and driveways damaged by water and sewer maintenance, installations, and repairs.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: This service ensures the immediate repair of damaged pavement and pavement patching in locations throughout Fulton County.

Community Issues/Concerns: The Department of Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: No issues or concerns have been raised by the Department.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0839	11/05/2025	\$368,045.00
Amendment #1			\$600,000.00
Total Revised Amount			\$968,045.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract **\$600,000.00**

Prime Vendor: **K & E Group USA LLC**
Prime Status: **African American Female Business Enterprise**
Location: **Atlanta, GA**
County: **Fulton County**
Prime Value: **\$420,000.00 or 70.00%**

Subcontractor: **Kemi Construction**
Subcontractor Status: **African American Male Business Enterprise**
Location: **College Park, GA**
County: **Fulton County**
Contract Value: **\$120,000.00 or 20.00%**

Subcontractor: **ACS Concrete Conyers**
Subcontractor Status: **Non-Minority**

Location: Conyers, GA
County: Rockdale County
Contract Value: \$60,000.00 or 10.00%

Total Contract Value: \$600,000.00 or 100%
Total Certified Value: \$540,000.00 or 90%

Exhibits Attached

Exhibit 1: Amendment Form No. 1

Exhibit 2: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Wyvern Budram, Traffic Operations Manager, Public Works, 404-612-2249

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$368,045.00
 Previous Adjustments: 0.00
 This Request: \$600,000.00
 TOTAL: \$968,045.00

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-W053: Water & Sewer R & E, Public Works - \$600,000.00

Key Contract Terms

Agenda Item No.: 26-0190

Meeting Date: 4/1/2026

Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: TV options remain

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
9/14/2025

Report Period End:
11/13/2025

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **The K&E Group USA LLC**

Contract No.: **25ITB1421243A-ST, Standby Utility Pavement Patching & Paving Services**

Address: **3137 Daleview Way**
City, State **Atlanta, GA 30331**

Telephone: **770-906-2157**

Email: **kemi@thekegroup.us**

Contact: **Kemi Inegbedion**
President

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with the K&E Group USA LLC to provide Emergency Standby Utility Pavement Patching and Paving Services, dated November 5, 2025, on behalf of the Public Works department; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the cost for the procurement of Emergency Standby Utility Pavement Patching and Paving Services; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on April 1, 2026, and

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of April 1st 2026, between the County and K&E Group USA LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** In 2025, 59 emergency repairs were completed in total. However, as of February 2026, 21 emergency repairs have been completed since January 1st. If this trend continues, the projected number of repairs will exceed 2025, and the current budgeted amount will be insufficient to cover additional repairs.

The contract provides standby utility patching and paving services for projects involving less than 300 square yards of pavement damaged by water and sewer maintenance, installation, or repairs. Work includes furnishing all labor, equipment, and materials necessary for the construction and emergency repair of streets, sidewalks, curbs, gutters, and other paved surfaces throughout Fulton County, in accordance with GDOT, County, and City standards. Services, including emergency paving repairs, are performed on an as-needed basis in areas disturbed by County crews responding to water and sewer repairs.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$600,000.00 (Six Hundred Thousand Dollars and Zero Cents) approved by BOC.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission, and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

THE K&E GROUP USA LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Kemi Inegbedion
President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
--	---

Performance Evaluation Details

ID	E4
Project	Standby Utility Pavement Patching and Paving Services
Project Number	23ITB139005A-JWT
Supplier	The K&E Group USA LLC
Supplier Project Contact	Kemi Inegbedion (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	09/14/2025 to 11/13/2025
Evaluation Type	Formal
Interview Date	08/29/2025
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

We have received several emails and call from Citizens stating their appreciation for the quality, customer service and professionalism provided by the contractor and crews.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Response time exceeded expectations.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Responds to calls, email and onsite meetings promptly.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Project reports and pictures are provided on schedule.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Compliance with the contracted prices and invoices are correctly submitted.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0120

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to promote Public Education regarding how to obtain voter identification; and for other purposes. **(Thorne) (HELD ON 3/4/26 AND 3/18/26)**

1 **A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO**
2 **OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.**

3
4 **WHEREAS**, the Fulton County Board of Commissioners recognizes the
5 importance of ensuring that all eligible residents have access to accurate information
6 regarding voter registration and voter identification requirements; and

7 **WHEREAS**, voter identification is required under Georgia law for participation in
8 certain voting processes, including in-person voting and absentee voting procedures;
9 and

10 **WHEREAS**, possession of a government issued identification is not only
11 essential for voting, but is also important for identity verification, accessing services,
12 participating in civic duties, and complying with legal requirements, all of which play a
13 crucial role in everyday life and societal functioning; and

14 **WHEREAS**, despite record turnout among people of color since the passage of
15 Senate Bill 202 (SB 202), which was adopted by the Georgia General Assembly in
16 2021, voter identification continues to be cited as a form of voter suppression for people
17 of color, recently married people changing their name, and young and elderly people
18 with difficulty finding required documents; and

19 **WHEREAS**, according to the Pew Research Center, Rasmussen and Gallop
20 polls, eighty percent (80%) of Americans favor voter identification; and

21 **WHEREAS**, providing clear and accessible public information regarding how to
22 obtain voter identification helps promote civic participation and reduces confusion
23 among voters; and

24 **WHEREAS**, the Board of Commissioners finds that providing neutral educational
25 materials explaining how to obtain voter identification may assist residents in navigating
26 voting requirements and accessing available resources; and

27 **WHEREAS**, Fulton County facilities that regularly serve members of the public
28 provide appropriate locations for distributing general informational notices concerning
29 public services and civic participation resources;

30 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
31 Commissioners hereby directs that each public facing Fulton County facility, as
32 determined effective by Voter Education and Outreach, shall display a standardized
33 informational notice providing guidance on how residents may obtain valid voter
34 identification; and

35 **BE IT FURTHER RESOLVED**, that such notification shall include a Quick
36 Response (QR) code linking to the most current voter identification information available
37 on the Fulton County website; and

38 **BE IT FURTHER RESOLVED**, that the County Manager or designee, in
39 coordination with appropriate County departments, shall ensure the creation,
40 distribution, and maintenance of standardized information postings consistent with this
41 Resolution; and

42 **BE IT FURTHER RESOLVED**, the departments responsible for public facing
43 facilities shall ensure that such notices remain visible and accessible to the public and
44 are updated as necessary to reflect current information; and

45 **BE IT FURTHER RESOLVED**, that nothing in this Resolution shall be construed
46 to advocate for or against any political party, candidate, or ballot measure, and the

47 purpose of this Resolution is solely to provide public information regarding voter
48 identification requirements and resources; and

49 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
50 adoption by the Fulton County Board of Commissioners.

51 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
52 Georgia this _____ day of _____, 2026.

53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Bridget Thorne, Commissioner
(District 1)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

81 Y. Soo Jo, County Attorney

1 **A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO**
2 **OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.**

3
4 **WHEREAS**, the Fulton County Board of Commissioners recognizes the
5 importance of ensuring that all eligible residents have access to accurate information
6 regarding voter registration and voter identification requirements; and

7 **WHEREAS**, identification is required under Georgia law for participation in
8 certain voting processes, including in-person voting and absentee voting procedures;
9 and

10 **WHEREAS**, according to the Pew Research Center, Rasmussen and Gallop
11 polls, eighty percent (80%) of Americans favor voter identification requirements; and

12 **WHEREAS**, possession of a government issued identification is not only
13 essential for voting, but is also important for identity verification, accessing services,
14 participating in civic duties, and complying with legal requirements, all of which play a
15 crucial role in everyday life and societal functioning; and

16 **WHEREAS**, the new requirements found in Senate Bill 202 (SB 202) and the
17 SAVE Act have been cited as a form of voter suppression for people of color, recently
18 married people changing their name, and young and elderly people with difficulty finding
19 required documents; and

20 **WHEREAS**, despite stated concerns, people of color have voted in record
21 number since the passage of Senate Bill 202 (SB 202), which was adopted by the
22 Georgia General Assembly in 2021; and

23 **WHEREAS**, providing clear and accessible public information regarding the 10
24 forms of common identification that may be used; and

25 **WHEREAS**, voters who do not possess one of the acceptable forms of
26 identification may receive a free voter identification card from the Fulton County
27 Department of Registration and Elections or the Department of Driver Services; and

28 **WHEREAS**, the Board of Commissioners finds that providing neutral educational
29 materials explaining what forms of identification may be used and how to obtain voter
30 identification if needed may assist residents in navigating voting requirements and
31 reducing any perceived barriers to voting; and

32 **WHEREAS**, Fulton County facilities that regularly serve members of the public
33 provide appropriate locations for distributing general informational notices concerning
34 public services and civic participation resources;

35 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
36 Commissioners hereby directs that each public facing Fulton County facility, as
37 determined effective by Voter Education and Outreach, shall display a standardized
38 informational notice providing guidance on how residents may obtain valid voter
39 identification; and

40 **BE IT FURTHER RESOLVED**, that such notification shall include a Quick
41 Response (QR) code linking to the most current voter identification information available
42 on the Fulton County website; and

43 **BE IT FURTHER RESOLVED**, that the County Manager or designee, in
44 coordination with appropriate County departments, shall ensure the creation,
45 distribution, and maintenance of standardized information postings consistent with this
46 Resolution; and

47 **BE IT FURTHER RESOLVED**, the departments responsible for public facing
48 facilities shall ensure that such notices remain visible and accessible to the public and
49 are updated as necessary to reflect current information; and

50 **BE IT FURTHER RESOLVED**, that nothing in this Resolution shall be construed
51 to advocate for or against any political party, candidate, or ballot measure, and the
52 purpose of this Resolution is solely to provide public information regarding voter
53 identification requirements and resources; and

54 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
55 adoption by the Fulton County Board of Commissioners.

56 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
57 Georgia this _____ day of _____, 2026.

58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Bridget Thorne, Commissioner
(District 1)

76
77
78
79
80
81
82
83
84
85
86

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

1 **A RESOLUTION TO PROMOTE PUBLIC EDUCATION REGARDING HOW TO**
2 **OBTAIN VOTER IDENTIFICATION; AND FOR OTHER PURPOSES.**

3
4 **WHEREAS**, the Fulton County Board of Commissioners recognizes the
5 importance of ensuring that all eligible residents have access to accurate information
6 regarding voter registration and voter identification requirements; and

7 **WHEREAS**, identification is required under Georgia law for participation in
8 certain voting processes, including in-person voting and absentee voting procedures;
9 and

10 **WHEREAS**, possession of a government issued identification is not only
11 essential for voting, but is also important for identity verification, accessing services,
12 participating in civic duties, and complying with legal requirements, all of which play a
13 crucial role in everyday life and societal functioning; and

14 **WHEREAS**, voter identification requirements have been cited as a form of voter
15 suppression for people of color, recently married people changing their name, and
16 young and elderly people with difficulty finding required documents; and

17 **WHEREAS**, providing clear and accessible public information regarding the 10
18 forms of common identification that may be used; and

19 **WHEREAS**, voters who do not possess one of the acceptable forms of
20 identification may receive a free voter identification card from the Fulton County
21 Department of Registration and Elections or the Department of Driver Services; and

22 **WHEREAS**, the Board of Commissioners finds that providing neutral educational
23 materials explaining what forms of identification may be used and how to obtain voter
24 identification if needed may assist residents in navigating voting requirements and
25 reducing any perceived barriers to voting; and

26 **WHEREAS**, Fulton County facilities that regularly serve members of the public
27 provide appropriate locations for distributing general informational notices concerning
28 public services and civic participation resources;

29 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
30 Commissioners hereby directs that each public facing Fulton County facility, as
31 determined effective by Voter Education and Outreach, shall display a standardized
32 informational notice providing guidance on how residents may obtain valid voter
33 identification; and

34 **BE IT FURTHER RESOLVED**, that such notification shall include a Quick
35 Response (QR) code linking to the most current voter identification information available
36 on the Fulton County website; and

37 **BE IT FURTHER RESOLVED**, that the County Manager or designee, in
38 coordination with appropriate County departments, shall ensure the creation,
39 distribution, and maintenance of standardized information postings consistent with this
40 Resolution; and

41 **BE IT FURTHER RESOLVED**, the departments responsible for public facing
42 facilities shall ensure that such notices remain visible and accessible to the public and
43 are updated as necessary to reflect current information; and

44 **BE IT FURTHER RESOLVED**, that nothing in this Resolution shall be construed
45 to advocate for or against any political party, candidate, or ballot measure, and the
46 purpose of this Resolution is solely to provide public information regarding voter
47 identification requirements and resources; and

48 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
49 adoption by the Fulton County Board of Commissioners.

50 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
51 Georgia this _____ day of _____, 2026.

52
53
54
55
56
57

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Bridget Thorne, Commissioner
(District 1)

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0171

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to appropriate nine hundred seventy-five thousand dollars and zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support services provided to survivors of intimate partner abuse and their families; and for other purposes. **(Abdur-Rahman)**
(HELD ON 3/18/26)

1 **A RESOLUTION TO APPROPRIATE NINE HUNDRED SEVENTY-FIVE THOUSAND**
2 **DOLLARS AND ZERO CENTS (\$975,000.00) TO THE ATLANTA VOLUNTEER**
3 **LAWYERS FOUNDATION TO SUPPORT SERVICES PROVIDED TO SURVIVORS**
4 **OF INTIMATE PARTNER ABUSE AND THEIR FAMILIES; AND FOR OTHER**
5 **PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners is responsible for
8 appropriating County funds to support the effective administration of justice and the
9 operation of the criminal justice system within Fulton County; and

10 **WHEREAS**, the Fulton County Board of Commissioners recognizes the
11 importance of protecting its residents from intimate partner abuse, and guiding residents
12 toward safety, stability, and justice; and

13 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation, a 501(c)(3) non-profit
14 founded in 1979, is the largest provider of pro bono legal services in Fulton County; and

15 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation provides consultation and
16 legal assistance to survivors of intimate partner abuse and families impacted by intimate
17 partner abuse; and

18 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation operates Safe Families
19 Office inside of the Fulton County Courthouse serving Fulton County residents who are
20 survivors of intimate partner abuse and their families; and

21 **WHEREAS**, the Safe Families Office is staffed by compassionate attorneys,
22 social workers, paralegals, and law students, to make the legal system more accessible
23 and less overwhelming for survivors of intimate partner abuse and their families; and

24 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
25 Office assist over 3,000 survivors each year, providing them with legal consultations,
26 safety planning, and referrals to critical community resources; and

27 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
28 Office provide direct representation for temporary protective orders, which are the
29 strongest legal safeguard for survivors and their families; and

30 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
31 Office spends on average 6.5 hours with each survivor who comes through the door at
32 the Fulton County Courthouse, removing a significant burden on courthouse personnel
33 and contributing extensively to judicial efficiency inside the courtroom; and

34 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
35 Office have lost Federal funding for the services provided to survivors of intimate
36 partner abuse and their families; and

37 **WHEREAS**, the Fulton County Board of Commissioners recognizes that
38 navigating the legal system can be overwhelming for many families and that lack of
39 legal knowledge, financial barriers, and fear of retaliation make it hard to seek safety
40 and justice; and

41 **WHEREAS**, the Fulton County Board of Commissioners wants to help break
42 down barriers to safety and justice and ensure that survivors are not alone as they
43 navigate the justice system; and

44 **WHEREAS**, the Fulton County Board of Commissioners believe that with the
45 right support, survivors can secure safety, reclaim stability, and rebuild their future with
46 confidence.

47 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
48 Commissioners hereby appropriates nine hundred seventy-five thousand dollars and

49 zero cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support
50 services provided to survivors of intimate partner abuse and their families; and

51 **BE IT FURTHER RESOLVED**, that the County Manager and the Department of
52 Finance are authorized and directed to allocate and administer the appropriated funds;
53 and

54 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
55 adoption by the Fulton County Board of Commissioners.

56 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
57 Georgia this _____ day of _____, 2026.

58 **FULTON COUNTY BOARD OF**
59 **COMMISSIONERS**

60 **SPONSORED BY:**

61
62
63
64
65 _____
66 Khadijah Abdur-Rahman, Vice Chair
67 (District 6)

68
69
70
71 **ATTEST:**

72
73
74 _____
75 Tonya R. Grier, Clerk to the Commission

76
77 **APPROVED AS TO FORM:**

78
79 _____
80 Y. Soo Jo, County Attorney

81

1 **A RESOLUTION TO APPROPRIATE NINE HUNDRED SEVENTY-FIVE THOUSAND**
2 **DOLLARS AND ZERO CENTS (\$975,000.00) TO THE ATLANTA VOLUNTEER**
3 **LAWYERS FOUNDATION TO SUPPORT SERVICES PROVIDED TO SURVIVORS OF**
4 **INTIMATE PARTNER ABUSE AND THEIR FAMILIES; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the Fulton County Board of Commissioners is responsible for
7 appropriating County funds to support the effective administration of justice and the
8 operation of the criminal justice system within Fulton County; and

9 **WHEREAS**, the Fulton County Board of Commissioners recognizes the
10 importance of protecting its residents from intimate partner abuse, and guiding residents
11 toward safety, stability, and justice; and

12 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation, a 501(c)(3) non-profit
13 founded in 1979, is the largest provider of pro bono legal services in Fulton County; and

14 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation provides consultation and
15 legal assistance to survivors of intimate partner abuse and families impacted by intimate
16 partner abuse; and

17 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation operates Safe Families
18 Office inside of the Fulton County Courthouse serving Fulton County residents who are
19 survivors of intimate partner abuse and their families; and

20 **WHEREAS**, the Safe Families Office is staffed by compassionate attorneys, social
21 workers, paralegals, and law students, to make the legal system more accessible and
22 less overwhelming for survivors of intimate partner abuse and their families; and

23 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
24 Office assist over 3,000 survivors each year, providing them with legal consultations,
25 safety planning, and referrals to critical community resources; and

26 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
27 Office provide direct representation for temporary protective orders, which are the
28 strongest legal safeguard for survivors and their families; and

29 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
30 Office spends on average 6.5 hours with each survivor who comes through the door at
31 the Fulton County Courthouse, removing a significant burden on courthouse personnel
32 and contributing extensively to judicial efficiency inside the courtroom; and

33 **WHEREAS**, the Atlanta Volunteer Lawyers Foundation and the Safe Families
34 Office have lost Federal funding for the services provided to survivors of intimate partner
35 abuse and their families; and

36 **WHEREAS**, the Fulton County Board of Commissioners recognizes that
37 navigating the legal system can be overwhelming for many families and that lack of legal
38 knowledge, financial barriers, and fear of retaliation make it hard to seek safety and
39 justice; and

40 **WHEREAS**, the Fulton County Board of Commissioners wants to help break down
41 barriers to safety and justice and ensure that survivors are not alone as they navigate the
42 justice system; and

43 **WHEREAS**, the Fulton County Board of Commissioners believe that with the right
44 support, survivors can secure safety, reclaim stability, and rebuild their future with
45 confidence; and

46 **WHEREAS**, the Fulton County Board of Commissioners desires to support AVLF
47 using an available funding source that is not derived from tax revenue.

48 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
49 Commissioners hereby appropriates nine hundred seventy-five thousand dollars and zero
50 cents (\$975,000.00) to the Atlanta Volunteer Lawyers Foundation to support services
51 provided to survivors of intimate partner abuse and their families; and

52 **BE IT FURTHER RESOLVED**, that to the extent possible, funding will come from
53 the various opioid settlements in which the county has participated, to be disbursed in
54 accordance with the limitations set forth in those settlements regarding approved opioid
55 remediation uses of the settlement funds; and

56 **BE IT FURTHER RESOLVED**, that the County Manager and the Department of
57 Finance are authorized and directed to allocate and administer the appropriated funds;
58 and

59 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
60 adoption by the Fulton County Board of Commissioners.

61 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
62 Georgia this _____ day of _____, 2026.

63

64

65

66

67

68

69

70

71

72

73

74

75

76

**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Khadijah Abdur-Rahman, Vice Chair
(District 6)

77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0191

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to authorize payment of locality pay to the Superior Court Judges of the Atlanta Judicial Circuit; and for other purposes. **(Ellis)**

1 **RESOLUTION TO AUTHORIZE PAYMENT OF LOCALITY PAY TO THE SUPERIOR**
2 **COURT JUDGES OF THE ATLANTA JUDICIAL CIRCUIT; AND FOR OTHER**
3 **PURPOSES.**

4 WHEREAS, the Superior Court of the Atlanta Judicial Circuit serves Fulton County as the trial
5 court of general jurisdiction and adjudicates complex civil and criminal matters affecting the
6 citizens of Fulton County and the State of Georgia; and

7 WHEREAS, the compensation of Superior Court judges in the Atlanta Judicial Circuit is currently
8 established through a combination of state salary and, where authorized by law, county salary
9 supplements; and

10 WHEREAS, the General Assembly of Georgia has enacted legislation revising the compensation
11 structure for Superior Court judges and establishing a new judicial pay plan for judges in office as
12 of July 1, 2025 who elect to participate in that plan and all judges taking office after July 1, 2025;
13 and

14 WHEREAS, pursuant to O.C.G.A. § 15-6-29.2, counties are authorized to provide “locality pay”
15 to Superior Court judges; and

16 WHEREAS, O.C.G.A. § 15-6-29.2 provides that such locality pay shall not exceed the amount
17 authorized by law and that the locality pay shall decrease automatically if the state salary for
18 Superior Court judges increases; and

19 WHEREAS, O.C.G.A. § 15-6-29.2 further authorizes counties to continue providing existing
20 fringe benefits and retirement benefits to Superior Court judges; and

21 WHEREAS, O.C.G.A. § 15-6-29.2(e)(1) authorizes counties to continue providing an additional
22 supplement to the Chief Judge of the circuit; and

23 WHEREAS, the Board of Commissioners recognizes the importance of attracting and maintaining
24 an exceptionally qualified judiciary to support the effective administration of justice in Fulton
25 County and to pay the judiciary compensation that reflects the cost of living in Fulton County; and

26 WHEREAS, the Board of Commissioners desires to authorize locality pay for those Superior Court
27 judges of the Atlanta Judicial Circuit who were in office as of July 1, 2025 and elect to participate
28 in the new judicial pay plan and those who take office after July 1, 2025.

29 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby authorizes
30 payment of locality pay in the maximum amount currently authorized by O.C.G.A. § 15-6-29.2,
31 not to exceed \$20,106.00 per annum, to each Superior Court Judge of the Atlanta Judicial Circuit
32 who elects to participate in the judicial pay plan established by O.C.G.A. § 15-6-29.2 and who
33 assumes office after July 1, 2025 under that plan, in lieu of the existing county salary supplement.

1 BE IT FURTHER RESOLVED, that such locality pay shall automatically decrease in accordance
2 with O.C.G.A. § 15-6-29.2(b) if the state salary paid to Superior Court judges increases, without
3 further action by this Board of Commissioners.

4 BE IT FURTHER RESOLVED, that Fulton County shall continue to provide to the judges of the
5 Superior Court of the Atlanta Judicial Circuit all fringe benefits and retirement benefits consistent
6 with Resolution 25-0482 passed on June 18, 2025.

7 BE IT FURTHER RESOLVED, that Fulton County shall continue to provide any existing
8 supplement for the Chief Judge of the Atlanta Judicial Circuit as authorized by law.

9 BE IT FURTHER RESOLVED, that nothing in this Resolution shall alter or diminish the current
10 county salary supplement or benefits of any Superior Court judge who does not elect to participate
11 in the new judicial pay plan.

12 BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

13 BE IT FINALLY RESOLVED that all resolutions and parts of resolutions in conflict with this
14 Resolution are hereby repealed to the extent of the conflict.

15 PASSED AND ADOPTED this ____ day of _____, 2026.

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

**FULTON COUNTY
BOARD OF COMMISSIONERS**

Sponsored by:

Bob Ellis, Commissioner
District 2

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0192

Meeting Date: 4/1/2026

Department

External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation: 2026 Legislative Session Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Approve presentation

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Presentation of 2026 Legislative Session Update

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 26-0192

Meeting Date: 4/1/2026

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0193

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion: Utilization of funds committed for improving Jail Detention staffing, detention staffing hiring progress. **(Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0194

Meeting Date: 4/1/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.