



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

February 4, 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)

Mo Ivory, Commissioner (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**26-0045 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.

26-0046 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Iris Dance Murray Appreciation Day." **(Ivory)**
January 25, 2026

Proclamation recognizing "Josh Powell Appreciation Day." **(Arrington)**
January 26, 2026

Proclamation recognizing "Caribbean Agricultural Delegation Appreciation Day."
(Arrington)
January 29, 2026

Proclamation recognizing "Albert Smitty Smith Appreciation Day." **(Arrington)**
January 29, 2026

Proclamation recognizing "Zeta Phi Beta Sorority, Inc. Kappa Iota Zeta Chapter
Appreciation Day." **(Pitts)**
January 31, 2026

Commissioners' District Board Appointments

26-0047 Board of Commissioners

FULTON COUNTY ARTS COUNCIL

The Arts Council shall be composed of fifteen (15) residents of the county. Initially, each member of the Board of Commissioners shall appoint two persons to serve on the council, one person to serve for a one-year term and one person to serve a two-year term. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Arts Council Board; thereafter, each year, each member of the Board of Commissioners shall appoint one member for a two-year term. Each member may continue to serve beyond his/her term until replaced. The Chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the Board of Commissioners. The Council shall elect a Vice-Chairman and a secretary from its membership.

Term = 2 years

Term below expired: 12/31/2025

W. Imara Canady (**Arrington**)

Commissioner Arrington has nominated W. Imara Canady for a District reappointment to a term ending December 31, 2027.

Open & Responsible Government

26-0048 Finance

Request approval to renew existing contracts - Finance Department, 22RFP101822C-MH, Employee Purchasing Program with Purchasing Power, LLC (Atlanta, GA), a voluntary employee purchase program under which its eligible employees may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC and make payments for their purchases over time by payroll deduction. Voluntary Benefit Plan Premiums/Contributions are 100% employee paid. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

26-0049 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 250 square feet to Fulton County, a political subdivision of the State of Georgia, from Roswell Community Masjid, Inc., owner, for the purpose of constructing the RCM Roswell Project at 11370 Crabapple Road, Roswell, Georgia 30075.

26-0050 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 502 square feet to Fulton County, a political subdivision of the State of Georgia, from Aga Khan Foundation U.S.A., owner, for the purpose of constructing the JK Facility Project at 11350 Lakefield Drive, Johns Creek, Georgia 30097.

26-0051 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 606 square feet to Fulton County, a political subdivision of the State of Georgia, from Harris Investment Holdings, LLC, for the purpose of constructing the Staff Zone Campus Expansion Project at 863 Holcomb Bridge Road, Roswell, Georgia 30075.

Health and Human Services**26-0052 Department for HIV Elimination**

Request approval to amend existing contracts to increase the spending authority for three “Ryan White Part A” and “Ryan White Part A - Minority AIDS Initiative” grant subrecipients pursuant to the Health Resources and Services Administration award H89HA00007 in an amount not to exceed \$600,000.00 in FY2025, \$600,000.00 in FY2026, and \$600,000.00 in FY2027, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Requests authorization for the Chairman to execute contracts with three (3) selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

FIRST REGULAR MEETING AGENDA**26-0053 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

26-0054 Board of Commissioners

Ratification of Minutes.

First Regular Meeting Minutes, January 7, 2026

Second Regular Meeting Post Agenda Minutes, January 21, 2026

26-0055 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “Shola Olorunsola Appreciation Day.”

(Pitts/Abdur-Rahman/Thorne/Ellis/Barrett/Ivory)

Proclamation recognizing “Pedal Forward Foundation Appreciation Day.”

(Ellis/BOC)

Proclamation recognizing “Fulton County Department of Registration and Elections Appreciation Day.” **(Barrett/Ivory)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**

PUBLIC HEARINGS

26-0056 **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

Open & Responsible Government

26-0057 **Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1406230C-GS, Fire Sprinkler Protection System Maintenance Services in the total amount of \$300,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$160,000.00 and (B) Cliff's Fire Extinguisher Company, Inc. (Woodstock, GA) in an amount not to exceed \$140,000.00, to provide fire sprinkler protection system maintenance services for County facilities. Effective January 1, 2026 through December 31, 2026, with two renewal options.

26-0058 **Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB082825K-JA, New US Custom and Border Control Building Project at Fulton County Executive Airport in the amount not to exceed \$5,117,347.18 with Ward Humphrey, Inc. (Marietta, GA), to construct a United States Customs and Border Protection Facility (CBP) to be located on the northern border of the East/West Runway on Sandy Creek Road, Atlanta, GA 30336. Effective for a period of 300 calendar days upon issuance of Notice to Proceed.

26-0059 Registration & Elections

Request approval of a statewide contract - Registration & Elections, #47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of \$240,000.00 with Dominion Voting System Incorporated (Atlanta, GA) to purchase mandated watermarked security ballot paper for the General Primary Election / Nonpartisan Election and Runoff Elections and the General Election / Special Election and Runoff Elections. Effective upon BOC approval, through June 30, 2026.

26-0060 Registration & Elections

Request approval of a statewide contract - Registration & Elections, SWC# 99999-001-SPD0000211-0002, Printing Services in the amount of \$210,346.07 with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide printing services for the preparation and operation of General Primary Election/Nonpartisan Election and Runoff Elections. Effective upon approval through July 31, 2026.

26-0061 Registration & Elections

Request approval of a statewide contract - Registration & Elections, State of Georgia Contract no. 47800-SOS0000041, Security Seals in the amount of \$136,000.00 with Intab, LLC. (Morrisville, NC) to provide security seals for the General Primary Election / Nonpartisan Election and Runoff Elections and the General Election / Special Election and Runoff Elections. Effective upon BOC approval through November 6, 2026.

Justice and Safety**26-0062 Police**

Request approval of the lowest responsible bidder - Police Department, 25ITBC1523198B-RT, Uniforms, Footwear, and Duty Gear in an amount not to exceed \$130,000.00 with Smyrna Police Distributors (Smyrna, GA) to provide uniforms, footwear, and duty gear for police personnel to be provided effective upon execution of contract through December 31, 2026, with two renewal options.

COMMISSIONERS' ACTION ITEMS**26-0063 Board of Commissioners**

Request approval of a Resolution affirming the protection of Constitutional Rights at Fulton County facilities and limiting ICE enforcement activities. (**Arrington**)

26-0064 Board of Commissioners

Request approval of a Resolution reaffirming the total allocation of an amount not less than \$4.8 million for Permanent Supportive Housing in Fiscal Year 2026; directing the County Manager to present a proposed budget for Fiscal Year 2027 that includes an amount not less than \$4.8 million for Permanent Supportive Housing; and for other purposes. (**Ivory**)

Commissioners' Full Board Appointments

26-0065 Board of Commissioners

REGION III EMERGENCY MEDICAL SERVICES COUNCIL

The Bylaws of the Region III Emergency Medical Services (EMS) Council requires that its members be appointed by County Commissioners and must constitute a minimum of two thirds of the voting membership. Council members serve terms of appointment of three (3) years. The Council year will be from July 1 to June 30. The term of each appointment shall be for three years with one-third of the Council to be appointed each year. In order to have one-third of the Council appointed each year some appointments may be made for 1 or 2 years until such balances achieved. Members may be reappointed to the EMS Council with no limit on terms. (See EMS Advisory Council Bylaws updated on 5/13/2021).

Term = 3 Years

Term below expires: June 30, 2026
Vacant (**BOC/Position 5**)

Commissioner Thorne has nominated Jeffrey Johansen for a Full Board appointment to an unexpired term ending June 30, 2026.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

26-0066 External Affairs

Presentation: 2026 State Legislative Session Update.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

26-0067 **Board of Commissioners**

Discussion: Warming Centers (**Pitts**)

26-0068 **Board of Commissioners**

Discussion: Commercial Property and Data Center Valuations (**Pitts**)

EXECUTIVE SESSION

26-0069 **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.: 26-0045

Meeting Date: 2/4/2026

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

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.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0046

Meeting Date: 2/4/2026

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*)
Proclamations for Spreading on the Minutes.

Proclamation recognizing “Iris Dance Murray Appreciation Day.” **(Ivory)**
January 25, 2026

Proclamation recognizing “Josh Powell Appreciation Day.” **(Arrington)**
January 26, 2026

Proclamation recognizing “Caribbean Agricultural Delegation Appreciation Day.” **(Arrington)**
January 29, 2026

Proclamation recognizing “Albert Smitty Smith Appreciation Day.” **(Arrington)**
January 29, 2026

Proclamation recognizing “Zeta Phi Beta Sorority, Inc. Kappa Iota Zeta Chapter Appreciation Day.”
(Pitts)
January 31, 2026



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0048

Meeting Date: 2/4/2026

Department

Finance

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

Request approval to renew existing contracts - Finance Department, 22RFP101822C-MH, Employee Purchasing Program with Purchasing Power, LLC (Atlanta, GA), a voluntary employee purchase program under which its eligible employees may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC and make payments for their purchases over time by payroll deduction. Voluntary Benefit Plan Premiums/Contributions are 100% employee paid. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2026 through December 31, 2026.

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

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

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: This contract provides administration of the voluntary benefits programs for active employees. Full-time and temporary employees are eligible for all plan offerings. Voluntary benefits premiums are paid with 100% employee contributions. There is no premium cost impact to the County.

Community Impact: None.

Department Recommendation: The Finance Department recommends renewal of existing contracts with Purchasing Power to provide voluntary benefits coverage to active employees for the 2026 plan year. There are no premium changes for the remaining products for the 2026 plan year.

Project Implications: None.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	1/1/2025	100% employee paid
90 Day Extension	102-364(e)	1/1/2026	100% employee paid
1st Renewal			100% employee paid
Total Revise Amount			100% employee paid

Contract & Compliance Information

Total Contract Value: 100.00% Employee Funded

Contract Value: 100.00% Employee Funded

Prime Vendor: Purchasing Power, LLC

Prime Status: Non-Minority

Location: Atlanta, GA

County: Fulton County

Prime Value: 100.00% Employee Funded

Subcontractor: None

Total Contract Value: 100.00% Employee Funded

Total M/FBE Value: \$-0-

Exhibits Attached:

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

Ray Turner, Interim Finance Director (404) 612-7737

Sabrinna McTier, Interim Deputy Finance Director (404) 612-7646

Verna Thomas, Benefits Manager (404) 612-7639

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 100% employee paid based on approved premium rates.

Previous Adjustments:

This Request:

TOTAL:

Fiscal Impact / Funding Source

Funding Line 1:

100% Employee Paid Premiums

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: 10% Renewals

Overall Contractor Performance Rating:

N/A

Would you select/recommend this vendor again?

Yes



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Department of Finance

BID/RFP# NUMBER: 22RFP101822C-MH

BID/RFP# TITLE: Employee Purchasing Program

ORIGINAL APPROVAL DATE: January 1, 2025

RENEWAL EFFECTIVE DATES: January 1, 2026 Through December 31, 2026

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: 100% Employee-paid

COMPANY'S NAME: Purchasing Power, LLC

ADDRESS: 2727 Paces Ferry Rd, SE, 2-1200

CITY: Atlanta

STATE: GA

ZIP: 30339

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on January 21, 2026, BOC # 26-.

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

PURCHASING POWER, LLC

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Shatrina Cosby
Vice President-Account
Management and Development**

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

**Ray Turner, Interim Finance Director
Department of Finance**

ITEM#: _____	RM: _____
REGULAR MEETING	

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

CERTIFICATE OF INSURANCE



**FULTON
COUNTY**

**CONTRACT DOCUMENTS FOR
22RFP101822C-MH
EMPLOYEE PURCHASING PROGRAM**

For

DEPARTMENT OF FINANCE

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Contractor: Purchasing Power, LLC

Contract No.: 22RFP101822C-MH, Employee Purchasing Program

Address: 2727 Paces Ferry Rd, SE, 2-1200
City, State Atlanta, Georgia 30339

Telephone: 404-402-1544

Email: scosby@purchasingpower.com

Contact: Shatrina Cosby
Vice President
Account Management and Development

This Agreement made and entered into effective as of the 1st day of January 2025, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **PURCHASING POWER, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to continue to provide a purchasing platform(s) for employees to purchase directly from Contractor home goods, apparel, electronics, tickets, through an employer sponsored platform, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to continue providing the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions, and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) Exhibit C, Scope of Work, 2) the Agreement, 3) the RFP, 4) any Addenda, 5) change orders, 6) the exhibits (excluding Exhibit C above), and 7) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

This Agreement was approved pursuant to Purchasing Code Section 102-369, which authorizes the County Manager to sign contracts on behalf of the County.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to continue to provide a purchasing platform(s) for employees to purchase directly from Contractor home goods, apparel, electronics, tickets and other available products and services, through an employer sponsored platform as further described in the Scope of Work attached hereto as Exhibit C. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work, and both parties mutually agree to perform all of their obligations set forth in such Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent and to be provided by the County, provided, however, that should County cease providing the employee eligibility data required by Contractor, then Contractor's obligation to provide the services hereunder shall cease.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin as of January 1, 2025, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2), one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	January 1, 2026	December 31, 2026
2	12 months	January 1, 2027	December 31, 2027

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

No cost to the County. Purchase price of items are 100% employee paid.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice.
- 2) Place no further orders or subcontracts for material, services, or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof,

with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination.

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay.

ARTICLE 15. MUTUAL TERMINATION FOR CONVENIENCE

- (1) Notwithstanding any other provisions, either party may terminate this Agreement for its convenience at any time by providing at least ninety (90) days' prior written notice to the other party.
- (2) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.
- (3) **PAYROLL DEDUCTIONS CONTINUE AFTER ANY EXPIRATION OR TERMINATION.** At any time after expiration any notice of termination for any reason, Contractor may stop accepting new orders from employees, and following the effective date of any non-renewal or termination by either party, Contractor shall immediately stop accepting new orders from employees and the County agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid in full. The provisions of this section will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

[omitted].

ARTICLE 20. **ACCURACY OF WORK**

[omitted].

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit

progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, and employees (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any

claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor, at Contractor own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate

counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative, excluding in all cases any information or data which may be voluntarily provided directly to Contractor by an eligible employee of County in their personal capacity (not on behalf of County) as part of their individual registration, sign-up, or use of the Contractor's purchase program, including any personal information or data they provide to contractor and purchases they may make directly from Contractor thereunder (collectively "**Contractor's Customer Data**"), as such information and data shall not be within the scope of this Agreement between County and Contractor.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for

termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Contractor and County agree that each party reserves and retains all of their rights to all of their own information, data and materials, including anything that is developed or prepared subject to this Agreement, and no licenses are granted hereunder. Contractor retains any and all rights in and to the Contractor's Customer Data gathered hereunder.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting (a) bona fide employees maintained by Contractor for the purpose of securing business and (b) the employee benefits consultant/representative/broker designated by County that receives a customary commission in connection with the provision of the employee benefits program hereunder, and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the

performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Law and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

[omitted].

ARTICLE 32. ACCOUNTING SYSTEM

[omitted].

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Employee Benefits Manager
141 Pryor Street, Suite
Atlanta, Georgia 30303
Telephone: 404-612-7639
Email: verna.thomas@fultoncountyga.gov
Attention: Ms. Verna Thomas

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Purchasing Power, LLC
2727 Paces Ferry Rd SE, 2-1200
Atlanta, GA 30339
Telephone: (404) 402-1544
Email: scosby@purchasingpower.com
Attention: Shatrina Cosby

With a copy to:

Purchasing Power, LLC
2727 Paces Ferry Rd SE, Bld. #2, Suite 1200

Atlanta, GA 30339
Telephone: (404) 602-1532
Email: legalandcompliance@purchasingpower.com
Attention: Chief Legal Officer

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

[omitted].

ARTICLE 41. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the

same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

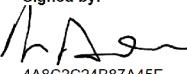
ARTICLE 44. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, 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

Signed by:

4A8C2C24B87A45E...

Dick Anderson
County Manager

ATTEST:

Signed by:

0EC92EADAEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT

Signed by:

43EAB45F3E5E409...
Ray Turner
Interim Finance Director
Department of Finance

CONTRACTOR:

PURCHASING POWER, LLC

DocuSigned by:

4810962F6A594BB...

Assad Lazarus
Chief Commercial Officer

ATTEST:

Signed by:

493B12413A974C8...
(Affix Notary Seal)

Signed by:


Carolyn Boyd

June 12, 2026

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. [omitted].

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall assist the Fulton County Finance Department to establish a voluntary employee purchase program (the "Program") under which its eligible employees ("Employees") may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC (hereinafter referred to as "PP") and make payments for their purchases over time by payroll deduction. Accordingly, the County and PP agree as follows (wherever the County or PP are mentioned, it shall also include their designated administrator/agent/representative(s)):

1. **TURNOVER/ELIGIBILITY.** The County agrees to provide PP with data concerning turnover and employees which will allow PP to set reasonable eligibility/participation criteria, authenticate eligible Employees and administer the Program. Turnover data will be provided in the initial application and upon request on an annual basis, and eligibility data will be provided on the frequency mutually agreed during implementation of the Program (weekly preferred but at least monthly). All such data received from the County shall be held in strict confidence in accordance with Section 8 below.
2. **PROGRAM AWARENESS.** PP will generate awareness of the Program for eligible Employees via print and digital methods and select events. A launch communications plan for Employees shall be mutually agreed during the implementation process which may include the methods set forth on the attached Addendum A, provided that such plans will include, at a minimum, cobranded email messages and print materials to inform and educate Employees about the Program. From time-to-time PP may refer to the County as its client in individual sales presentations to potential clients, provided, however, that PP will not list to the County on its website, reference to the County in any press release or make any other public announcement referencing Employer. All other communications/materials using the County's name and/or logo will require the County's prior approval, provided that such approval may be provided to PP during an annual planning session.
3. **PAYROLL DEDUCTION.** The County agrees to honor and administer all requests from Employees (a "Participant") for periodic payroll deductions on all pay cycles for the payment of purchases as specified by Participant, whether the request comes from the Participant directly or through a designated administrator/agent.
4. **REPORTING.** PP agrees to submit to the County periodic statements indicating the payment amounts to be deducted from each Participant's payroll. The County agrees to withhold deductions authorized by its Employee/Participants and to remit to PP all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements

furnished to the County by PP. All deductions will be remitted to PP as soon as possible after the respective payroll date and on the schedule established during the implementation process, but no later than thirty (30) days after the respective payroll date. Deductions missed because of insufficient pay, leave of absence, or termination will be administered in accordance with applicable law, payroll system capabilities and policies established during the implementation process.

5. TERMINATION. PP may stop accepting new orders from Employees and following the effective date of any non-renewal or termination by either party, PP shall immediately stop accepting new orders from Employees and the County agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid in full.

6. NOTIFICATION. If an Employee is not eligible for payroll deductions or terminated from his or her employment, the County agrees to notify PP as soon as reasonably practical (typically by providing an updated eligibility file to PP before next pay cycle).

7. RESPONSIBILITY. The County is not responsible for the payment of any Employee/Participant purchase after the termination of employment, provided, that all or substantially all of the Employees were not terminated in connection with an asset sale, acquisition or business combination of the County. The County shall be responsible for all funds which were or should have been deducted from such Employee's/Participant's payroll prior to the date of such termination. The County assumes no other responsibility except as stated herein.

8. CONFIDENTIALITY. PP agrees that all information, records and other material provided by the County in connection with the implementation and performance of the Program, including information and records concerning the Employees of the County, shall be treated as the proprietary and confidential information of the County, and PP, its employees and officers will not disclose any such confidential and proprietary information to any other person without the express prior written consent of the County, except as necessary or appropriate in accordance with the provisions hereunder, to facilitate financing transactions or as required by law or regulation.

Addendum A: Awareness/Communication

Employer and PP will work together to generate Program awareness through several co-branded methods, which include the following. Costs for these programs will be covered by PP.

Launch Awareness

- On-site collateral: Co-branded or PP branded communication materials to be posted on-site to introduce PP as a new voluntary benefit (posters, flyers, floor decals, in-person awareness support)
- Direct mail: A Co-branded or PP branded Client Launch 3-piece mailer series and automated newly eligible mailer for distribution to the homes of eligible employees explaining the Program
- Launch Email: Co-branded 'Coming Soon' and 'Launch Announcement' email to be sent by the Employer to the employee population announcing the new benefit
- Benefit Portal/Intranet: Inclusion in the Employers Benefit Portal and internal communication channels (as applicable); placement and wording will be mutually agreed upon.
- Webinar Training: webinar & collateral explaining PP to Employer HR business partners
- Program Launch contests/campaigns: Programs mutually agreed upon to generate awareness

Launch Communication Timelines

Days Prior to Launch	Audience
45 days prior	Communication to HR Leadership announcing Program and communication plan
30 days prior - up to 3 sessions	WebEx Communications to HR business partners; Review and Approval target for Direct Mail Series
15 days prior	Pre-Launch email reminder to HR, People Leaders, Supervisors
5 days prior	Email – Pre-announcement to Employees, "Coming Soon..."
Day of launch	Welcome Email announcement to Employees
Week of launch	Initial New Client Launch Direct Mail Piece to hit homes Followed by Piece B and Piece C in the next four-month period

Ongoing Awareness/Communication (costs are covered by PP)

Employer will participate in the following Awareness Program:

- Direct mail: Co-branded or PP branded Program Awareness mailers sent throughout the year (e.g., Holiday season, Spring campaign, Back-to-School, new eligible employees, etc.)
- Annual enrollment: include the Program in Employer's annual enrollment process

Employer may also participate in the following Awareness Programs:

- Financial Wellness education/awareness ongoing communications
- Webinars: Live or recorded webinars explaining Purchasing Power (PP) to employees
- Benefits Packets: PP information included in any distributed (hard copy or digital) benefits packets.
- On-site Events/Benefit Fairs: PP may provide on-site representation with giveaways, communications collateral and/or materials as mutually agreed by the parties.
- Program Participation: PP will be open to participating and adding value to Employer programs including Volunteer Days, Return-to-Office, Charity Events, Wellness Programs, etc.

The Employer understands and agrees that Purchasing Power may utilize segmentation and testing methodologies to deliver the most relevant content and offers to individual Employees. Purchasing Power may decide to limit the amount of communications to Employees that appear to be less likely to utilize the Program through data modeling (including skipping mailings) and may utilize other means for communicating the Program to the general employee populations.

EXHIBIT D

PROJECT DELIVERABLES

Project Deliverables are included in the Scope of Work

EXHIBIT E

COMPENSATION

COMPENSATION

No cost to the County. Purchase price of items are 100% employee paid.

EXHIBIT F

PURCHASING FORMS

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

90 DAY EXTENSION TO FORM OF CONTRACT

Contractor: Purchasing Power, LLC

Contract No. 22RFP101822C-MH, Employee Purchasing Program

Address: 2727 Paces Ferry Rd, SE, 2-1200
City, State Atlanta, Georgia 30339

Telephone: 404-402-1544

E-mail: scosby@purchasingpower.com

Contact: Shatrina Cosby
Vice President
Account Management and Development

WITNESSETH

WHEREAS, Fulton County ("County") entered into a Contract with Purchasing Power, LLC to provide a purchasing platform(s) for employees to purchase directly from Contractor home goods, apparel, electronics, tickets, through an employer sponsored platform, dated January 1, 2026, on behalf of the Finance Department; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional ninety (90) day period beginning [January 1, 2026] with an expiration date of [March 31, 2026]; and

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

WHEREAS, this Extension is authorized pursuant to Fulton County Purchasing Code Section 102-364(e) which authorizes the Chief Purchasing Agent to extend a contract up to 90 days after the initial date of expiration under the contract.

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

This 90 Day Extension to Form of Contract is effective as of the 1st day of January, 2026, between the County and Purchasing Power, LLC, who agree that all Services specified will be performed in accordance with this 90 Day Extension to Form of Contract and the Contract Documents for an additional period up to 90 days with the contract ending as of 31st day of March, 2026.

1. **COMPENSATION:** The services herein shall be performed by Consultant/Contractor for in an amount not to exceed \$00,000.00 (No cost to the

County).

2. **LIABILITY OF COUNTY:** This 90 Day Extension 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 Chief Purchasing Agent pursuant to Fulton County Purchasing Code Section 102-364(e) and the Consultant/Contractor.
3. **EFFECT OF 90 DAY EXTENSION TO FORM OF CONTRACT:** Except as modified by this Extension to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, 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

Felicia Strong-Whitaker _____

Felicia Strong-Whitaker
Chief Purchasing Agent

CONTRACTOR:

PURCHASING POWER, LLC

Shatrina Cosby _____

Shatrina Cosby
Vice President

APPROVED AS TO CONTENT:

Ray Turner _____

Ray Turner, Interim Finance Director
Department of Finance



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0049

Meeting Date: 2/4/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 250 square feet to Fulton County, a political subdivision of the State of Georgia, from Roswell Community Masjid, Inc., owner, for the purpose of constructing the RCM Roswell Project at 11370 Crabapple Road, Roswell, Georgia 30075.

Requirement for Board Action

Board action is required pursuant to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

All Districts	<input type="checkbox"/>
District 1	<input type="checkbox"/>
District 2	<input checked="" type="checkbox"/>
District 3	<input type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input type="checkbox"/>
District 6	<input type="checkbox"/>

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed RCM Roswell Project, a residential development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection

is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 250 square feet and is in Land Lot(s) 395 of the 1st District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : RCM Roswell
Tax Parcel Identification No.: 12 186 003 950 29 4
Land Disturbance Permit No.: WRN25-078
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER VAULT EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 14th day of November, 20 25, between
Roswell Community Masjid Inc., a corporation duly organized under
the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 395 of the 1st District, 2nd Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

RCM Roswell

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

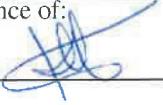
This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances as shown on the map on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water vault, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

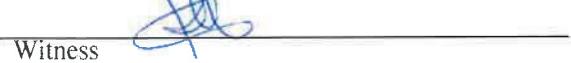
For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this
day of Nov, 14 2025
in the presence of: 

Witness 

medalbhan
Notary Public

[NOTARIAL SEAL]



GRANTOR: Roswell Community Masjid Inc.
CORPORATE NAME

By: Nabil
Print Name: Nabil Safdar
Title: Board Chair, RCM

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

Exhibit A

Water Vault Easement - Legal Description

RCM Roswell

ALL THAT TRACT OR PARCEL of land being in Land Lots 395 of the 1st District, of Fulton County, Georgia; this description is based on information taken from a survey by Geo Survey dated November 25, 2020, revised February 8, 2025, and shown on an easement exhibit by AEC, Inc. dated October 30, 2025, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at an 5/8" rebar set located along the westerly right-of-way of Crabapple Road found approximately 230 feet north of the intersection Crabapple Road and Strickland Road in land lot 395 of the 1st district of Fulton County, Georgia.

Thence departing said right-of-way, running thence north 79 degrees 29 minutes 41 seconds west for 10.39 feet to a point;

running thence north 01 degrees 35 minutes 42 seconds east for 40.62 feet to THE POINT OF BEGINNING;

from said POINT OF BEGINNING;

running thence north 88 degrees 24 minutes 18 seconds west for 10.00 feet to a point;

running thence north 01 degrees 35 minutes 42 seconds east for 25.00 feet to a point;

running thence south 88 degrees 24 minutes 18 seconds east for 10.00 feet to a point;

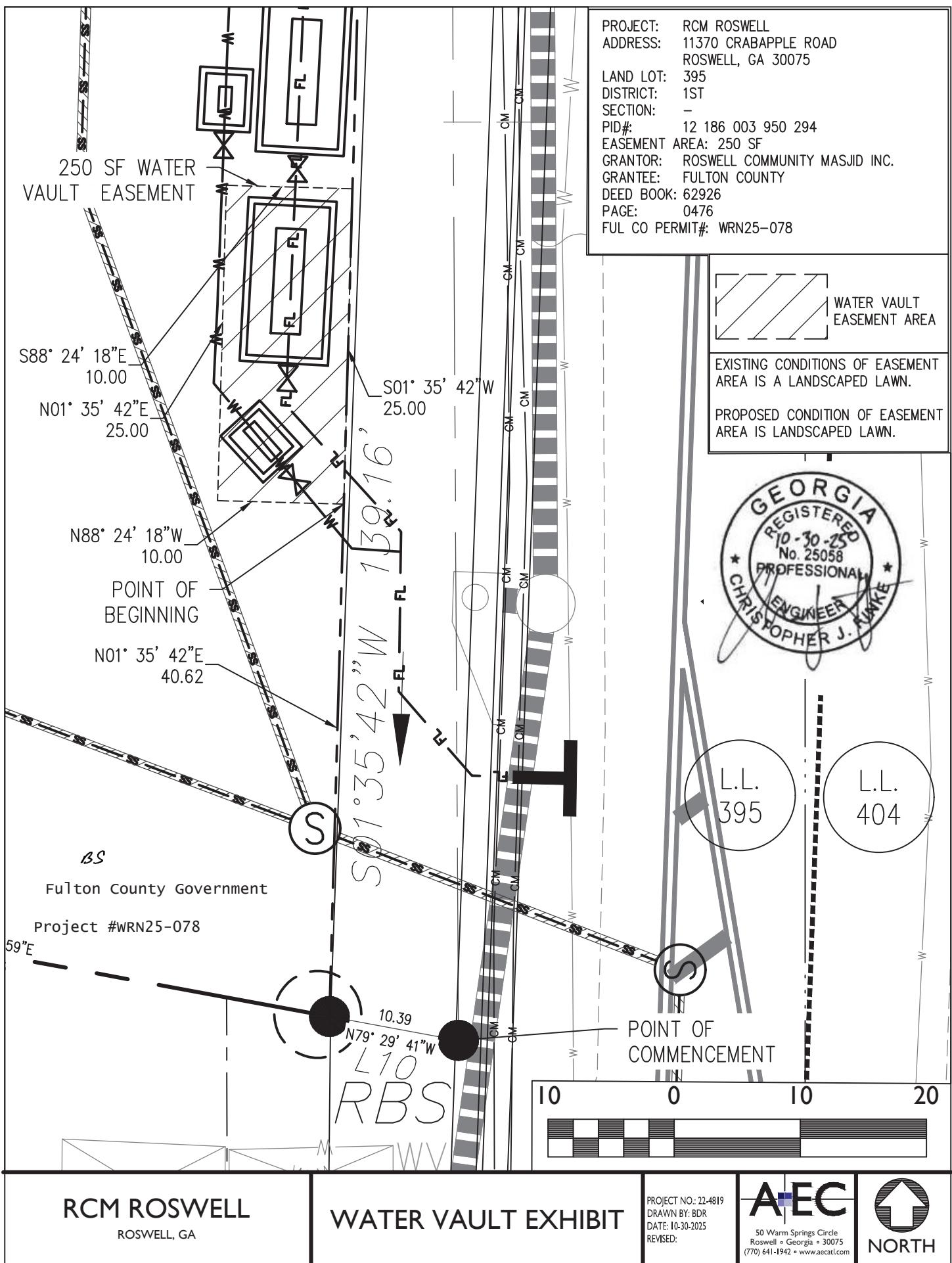
running thence south 01 degrees 35 minutes 42 seconds west for 25.00 feet to
the POINT OF BEGINNING.

Said tract of land contains 0.006 acres or 250 square feet.

DS
BS

Fulton County Government

Project #WRN25-078





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0050

Meeting Date: 2/4/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 502 square feet to Fulton County, a political subdivision of the State of Georgia, from Aga Khan Foundation U.S.A., owner, for the purpose of constructing the JK Facility Project at 11350 Lakefield Drive, Johns Creek, Georgia 30097.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

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: The proposed JK Facility Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 502 square feet and is in Land Lot(s) 375 and 382 of the 1st District, 1st Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : JK Facility
Tax Parcel Identification No.: 11107003820362
Land Disturbance Permit No.: WRN25-042
Zoning/Special Use Permit No.: M-1A
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER VAULT EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 19th day of December, 2025, between
AGA KHAN FOUNDATION U.S.A., a corporation duly organized under
the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and
FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 375, 382 of the 1st District, 1st Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

JK Facility

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances as shown on the map on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water vault, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

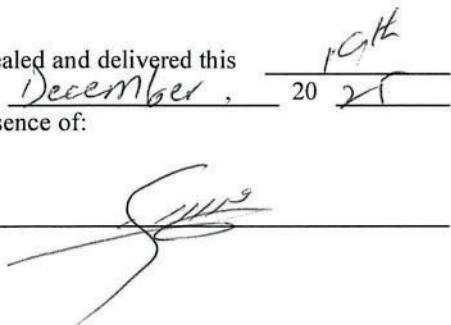
Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 10th
day of December, 2021
in the presence of:

Witness



Notary Public



GRANTOR: AGA Khan Foundation USA
CORPORATE NAME

By:

Print Name:

Title:

Nazlin Pepermintwala

Nazlin Pepermintwala

Associate Director, finance

Admin

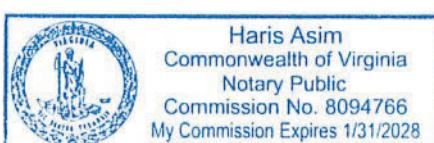
By:

Print Name:

Title:

[CORPORATE SEAL]

[NOTARIAL SEAL]



Water Vault Easement – Corporation
Revised 08/20/2007

11350 Lakefield Drive
Water Easement
September 29, 2025

All that tract or parcel of land lying or being in Land Lot 375, 1st District, 1st Section, Fulton County, City of Johns Creek, Georgia, and being more particularly described as follows:

Commencing at a point located at the intersection of the westerly right-of-way of Johns Creek Parkway (variable right-of-way) and the northerly right-of-way of Lakefield Drive (60' right-of-way); Thence along said northerly right-of-way of Lakefield Drive a record distance of 1,256.91' to a 1/2-inch rebar found; Thence departing said existing right-of-way North 44 degrees 53 minutes 58 seconds West, a distance of 8.18 feet to a point; Thence North 72 degrees 36 minutes 07 seconds East, a distance of 38.64 feet to a point; Thence North 73 degrees 28 minutes 36 seconds East, a distance of 3.55 feet to a point, said point being the **POINT OF BEGINNING**; Thence North 16 degrees 08 minutes 47 seconds West, a distance of 17.18 feet to a point; Thence North 74 degrees 01 minutes 02 seconds East, a distance of 15.64 feet to a point; Thence North 73 degrees 18 minutes 37 seconds East, a distance of 13.64 feet to a point; Thence South 16 degrees 43 minutes 28 seconds East, a distance of 17.07 feet to a point; Thence South 73 degrees 28 minutes 53 seconds West, a distance of 29.46 feet to the **POINT OF BEGINNING**.

Said tract or parcel of land contains 0.012 Acres (502 Square Feet).

DS
BS

Fulton County Government

Project #WRN25-042



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0051

Meeting Date: 2/4/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 606 square feet to Fulton County, a political subdivision of the State of Georgia, from Harris Investment Holdings, LLC, for the purpose of constructing the Staff Zone Campus Expansion Project at 863 Holcomb Bridge Road, Roswell, Georgia 30075.

Requirement for Board Action

Board action is required pursuant to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

All Districts	<input type="checkbox"/>
District 1	<input checked="" type="checkbox"/>
District 2	<input type="checkbox"/>
District 3	<input type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input type="checkbox"/>
District 6	<input type="checkbox"/>

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Staff Zone Campus Expansion Project, a commercial development, requires a water line easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s)

where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 606 square feet and is located in Land Lot(s) 501 of the 1st District, 2nd Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division 141
Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Staff Zone Campus Expansion
Tax Parcel Identification No.: 12 2201-0501-026-7
Land Disturbance Permit No.: WRN25-112
Zoning/Special Use Permit No.: _____
(if applicable) _____

For Fulton County Use Only

Approval Date: _____

Initials: _____

WATER VAULT EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 12 day of DECEMBER, 20 25, between HARRIS INVESTMENT HOLDINGS, LLC, a corporation duly organized under the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, and appurtenances on the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 501 of the 1ST District, 2ND Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

STAFF ZONE CAMPUS EXPANSION

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter and appurtenances

appurtenances as shown on the map on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water vault, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water vault easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the installation, access, upgrade or maintenance of said water vault, water meter and appurtenances for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 12
day of December, 20 25
in the presence of:

Witness

Linda S DiRoberto
Notary Public



GRANTOR:

Harris Investment Holdings
CORPORATE NAME

By:

Samuel C. Harris
Samuel C. Harris
Managing Partner

Title:

By:

Print Name:

Title:

[CORPORATE SEAL]

WATER EASEMENT FOR
HARRIS INVESTMENT HOLDINGS, LLC

All that tract or parcel lying and being in Land Lot 501 of the 12th District of Fulton County in the city of Roswell, Georgia, said parcel being part of Lot 8 of Warsaw Acres Subdivision as recorded in Plat Book 76, Page 110 in the Fulton County records, and being more particularly described as follows:

Commencing at a 1" crimp top pipe found at the southwestern corner of Lot 8 of the Warsaw Acres Subdivision (PB 76, Pg 110), said point being on the northeasterly right of way of Sway Branch Drive (50' R/W), said point being the TRUE POINT OF BEGINNING;

Thence, running along said northeasterly right of way, North 27 degrees 7 minutes 21 seconds West, 20.01 feet to a point;

Thence, departing said northeasterly right of way, North 64 degrees 31 minutes 3 seconds East, 30.57 feet to a point;

Thence, South 25 degrees 28 minutes 57 seconds East, 20.00 feet to a point on the southerly boundary of said Lot 8;

Thence, along said southerly boundary, South 64 degrees 31 minutes 3 seconds West, 30.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 606 square feet.

WATER EASEMENT FOR HARRIS INVESTMENT HOLDINGS, LLC

ALL THAT TRACT OR PARCEL LYING AND BEING IN LAND LOT 501 OF THE 12th DISTRICT OF FULTON COUNTY IN THE CITY OF ROSWELL, GEORGIA, SAID PARCEL BEING PART OF LOT 8 OF WARSAW ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 76, PAGE 110 IN THE FULTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1" CRIMP TOP PIPE FOUND AT THE SOUTHWESTERN CORNER OF LOT 8 OF THE WARSAW ACRES SUBDIVISION (PB 76, PG 110), SAID POINT BEING ON THE NORTHEASTERLY RIGHT OF WAY OF SWAY BRANCH DRIVE (50' R/W), SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE, RUNNING ALONG SAID NORTHEASTERLY RIGHT OF WAY, NORTH 27 DEGREES 7 MINUTES 21 SECONDS WEST, 20.01 FEET TO A POINT;

THENCE, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY, NORTH 64 DEGREES 31 MINUTES 3 SECONDS EAST, 30.57 FEET TO A POINT;

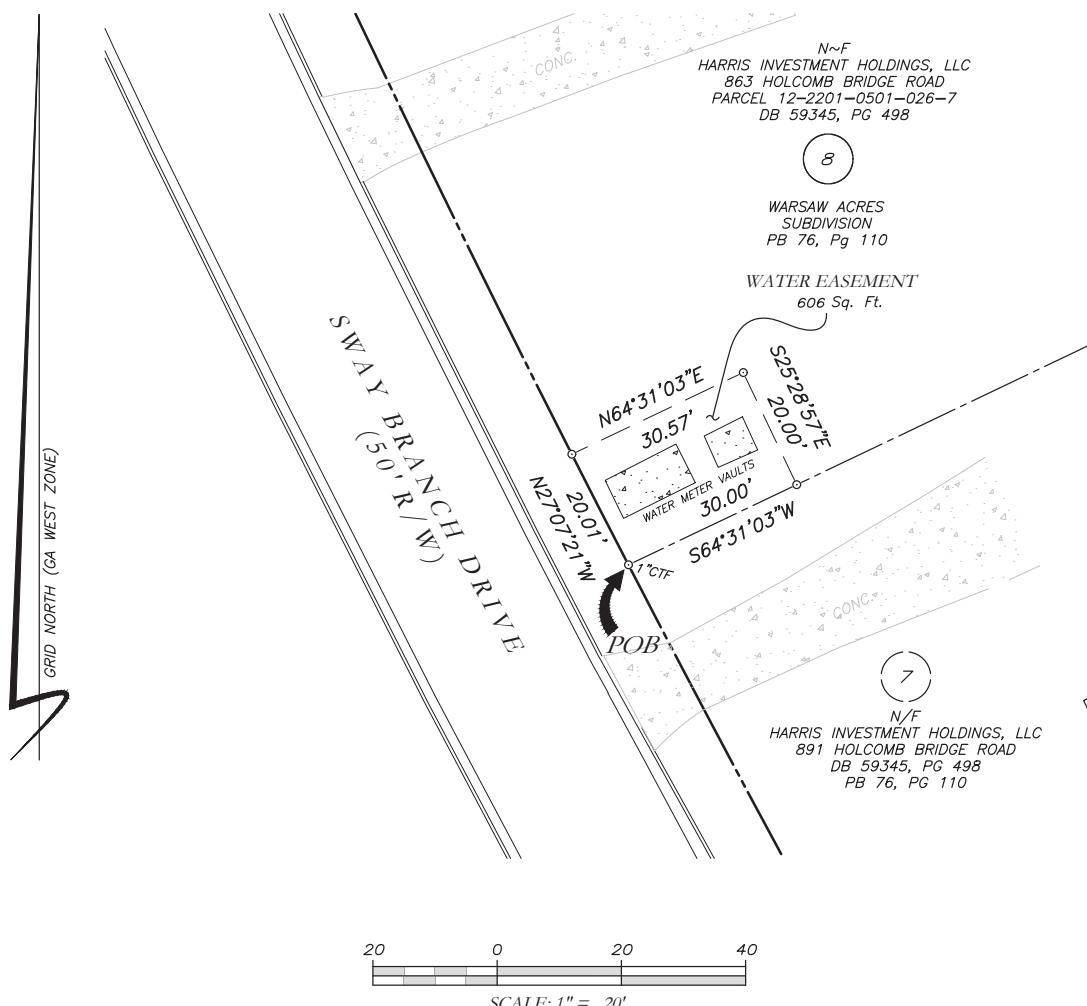
THENCE, SOUTH 25 DEGREES 28 MINUTES 57 SECONDS EAST, 20.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 8;

THENCE, ALONG SAID SOUTHERLY BOUNDARY, SOUTH 64 DEGREES 31 MINUTES 3 SECONDS WEST, 30.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 606 SQUARE FEET.

Bjm

1/7/2025



SURVEYOR'S CERTIFICATION



THIS PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

J. T. BAKER, LS # 2674
12/12/25
DATE

WATER EASEMENT EXHIBIT FOR
HARRIS INVESTMENT HOLDINGS, LLC
LOCATED IN LAND LOT 501 OF THE 12th DISTRICT
FULTON COUNTY, CITY OF ROSWELL, GEORGIA
863 HOLCOMB BRIDGE ROAD, ROSWELL, GA 30075

RIDGECREST
SURVEYING COMPANY
2234 DUCK HOLLOW DRIVE
KENNESAW, GEORGIA 30152
PHONE: (404) 295-0715

JOB NO.	250312	REVISIONS	DATE
DRAWN BY	JTB	CHANGE ADDRESS	1/5/26
CHECKED	JTB		
DATE	12/12/25		
FIELD DATE	4/5/25		
SCALE	1"=20'		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0052

Meeting Date: 2/4/2026

Department

Department for HIV Elimination

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

Request approval to amend existing contracts to increase the spending authority for three “Ryan White Part A” and “Ryan White Part A - Minority AIDS Initiative” grant subrecipients pursuant to the Health Resources and Services Administration award H89HA00007 in an amount not to exceed \$600,000.00 in FY2025, \$600,000.00 in FY2026, and \$600,000.00 in FY2027, subject to Federal funding. Contracts are 100% grant funded with no Fulton County match. Requests authorization for the Chairman to execute contracts with three (3) selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

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 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)*

Choose an item.

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: The Department for HIV Elimination recommends approval of increased spending authority for two selected subrecipients to provide HIV care and support services using 100% "Ryan White Part A" grant funds with no required match for FY2025 (March 1, 2025 through February 28, 2026), FY2026 (March 1, 2026 through February 28, 2027), and FY2027 (March 1, 2027 through February 29, 2028). The Department for HIV Elimination further recommends approval of increased spending authority for one selected subrecipient to provide HIV care and support services using 100% "Ryan White Part A - Minority AIDS Initiative" for FY2025 (March 1, 2025 through February 28, 2026), FY2026 (March 1, 2026 through January 29, 2027), and FY2027 (March 1, 2027 through February 29, 2028). The Board of Commissioners previously approved "Ryan White Part A" and "Ryan White Part A - Minority AIDS Initiative" grant funding pursuant to #25-0556 (08/6/2025) and #25-0557 (08/6/2025). Subrecipients were recommended by a Review Committee pursuant to 25RFP1343702B-PS. By increasing spending authority of these three agencies, the department will be able to redirect funds to these agencies that have demonstrated an increased need. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in the 20-county Eligible Metropolitan Area. Funds are recommended to increase spending authority for the following

subrecipients in the following amounts:

Ryan White Part A Subrecipient	Previously Approved Funding Amount "Ryan White Part A"			Additional Funding Amount Request Per Year	New Total with Requested Additional Amount Per Year	
	FY2025	FY2026	FY2027		FY2025	\$6,686,919.00
Positive Impact Health Centers, Inc.	\$6,386,919.00	\$6,676,265.00	\$6,980,078.00	\$300,000.00	FY2026	\$6,976,265.00
					FY2027	\$7,280,078.00
Grady Healthcare Systems	\$10,685,591.00	\$11,214,871.00	\$11,770,614.00	\$200,000.00	FY2025	\$10,885,591.00
					FY2026	\$11,414,871.00
					FY2027	\$11,970,614.00
TOTAL	\$17,072,510.00	\$17,891,136.00	\$18,750,692.00	\$500,000.00		\$54,214,338.00
Ryan White Part A Subrecipient	Previously Approved Funding Amount "Ryan White Part A - Minority AIDS Initiative"			Additional Funding Amount Request Per Year	New Total with Requested Additional Amount Per Year	
	FY2025	FY2026	FY2027		FY2025	\$285,439.00
Open Hand Atlanta, Inc.	\$185,439.00	\$294,711.00	\$304,447.00	\$100,000.00	FY2026	\$394,711.00
					FY2027	\$404,447.00
TOTAL	\$185,439.00	\$294,711.00	\$304,447.00	\$100,000.00		\$1,084,597.00

Community Impact: “Ryan White Part A” and “Ryan White Part A - Minority AIDS Initiative” funding will support essential core and support services for Persons Living with HIV (PLWH) in the Eligible Metropolitan Area to improve health outcomes of Persons Living with HIV and decrease the number of new HIV cases. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for selected “Ryan White Part A” subrecipients by a total amount of \$500,000.00 in FY2025, FY2026, and FY2027 and the selected “Ryan White Part A - Minority AIDS Initiative” grant subrecipient in the amount of \$100,000.00 in FY2025, FY2026, and FY2027.

Project Implications: No change in budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-R251

Funding Line 2:

461-270-R254

Funding Line 3:

461-270-R255

Funding Line 4:

461-270-R256



THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT PART A GRANT

**FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area
Agreement
FY2025 Amendment**

THIS AMENDMENT TO AID AGREEMENT, between FULTON COUNTY (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("BOC"), and **Grady Health System** (hereinafter referred to as "Subrecipient"). THIS Amendment shall be referenced as RW25-27-002 – any future amendments will be numbered sequentially.

WITNESSETH:

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a three-year total of Part A funds not to exceed \$33,671,075.63 (\$10,685,591.00 in FY25, \$11,214,870.55 in FY26, \$11,770,614.08 in FY27) and a three-year total of Minority AIDS Initiative (MAI) funds not to exceed \$9,271,381.01 (\$2,661,623.00 in FY25, \$3,229,150.25 in FY26, \$3,380,607.76 in FY27) subject to federal funding availability and disbursement.

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item #25-0556 (8/6/2025) and Item #25-0557 (8/6/2025).

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to **Item #** (2/4/2026).

WHEREAS, the County desires to amend said agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 6. CONTRACT TERM

The Agreement is hereby amended to revise ARTICLE 6. **CONTRACT TERM**, as follows:

Paragraph 6.0. This Agreement is effective on ~~March 1, 2025~~ **August 1, 2025**, for a term expiring on **February 29, 2028**.

Paragraph 6.1. The “Commencement Term” of this Agreement shall begin on ~~March 1, 2025~~ **August 1, 2025**, and shall end absolutely and without further obligation on the part of the County on the **29th day of February 2028**. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

The Agreement is hereby amended to revise ARTICLE 7. **COMPENSATION FOR SERVICES** as follows.

Paragraph 7.0 is stricken in its entirety and replaced with the following:

Paragraph 7.0.a. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP **Part A funds**, for a FY25 total award not to exceed \$10,885,591.00 (which includes an additional amount of \$200,000.00), for a FY26 total award not to exceed \$11,414,870.55 (which includes an additional amount of \$200,000.00), and for a FY27 total award not to exceed \$11,970,614.00 (which includes an additional amount of \$200,000.00). The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.0.b. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP **Minority AIDS Initiative funds**, for an amount not to exceed \$2,661,623.00 in FY25, \$3,229,150.25 in FY26, and \$3,380,607.76 in FY27. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1 is stricken in its entirety and replaced with the following:

Paragraph 7.1.a. The award amount includes RWHAP **Part A** contingency funding for FY25 in the amount of \$3,213,822.00, for FY26 in the amount of \$300,000.00, and FY27 in the amount of \$300,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

Paragraph 7.1.b. The award amount includes RWHAP **Minority AIDS Initiative** contingency funding for FY25 in the amount of \$980,682.00, for FY26 in the amount of \$200,000.00, and

FY27 in the amount of \$200,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

The Agreement is hereby amended to revise **ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS**, by amending Paragraph 10.1 as follows:

Paragraph 10.1. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning ~~March 1, 2025~~ August 1, 2025 and ending February 29, 2028.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Date

Attest:

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: _____ DATE: _____

APPROVED AS TO FORM:

Office of the County Attorney
For Fulton County Government

APPROVED AS TO CONTENT:

Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

By: _____
Agency Name

Date

Signature

Typed Name

Title



THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT PART A GRANT

**FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area
Agreement
FY2025 Amendment**

THIS AMENDMENT TO AID AGREEMENT, between FULTON COUNTY (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("BOC"), and **Open Hand Atlanta, Inc.** (hereinafter referred to as "Subrecipient"). THIS Amendment shall be referenced as RW25-27-002 – any future amendments will be numbered sequentially.

WITNESSETH:

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a three-year total of Part A funds not to exceed \$5,625,916.34 (\$1,808,776.00 in FY25, \$1,874,214.80 in FY26, \$1,942,925.54 in FY27) and a three-year total of Minority AIDS Initiative (MAI) funds not to exceed \$784,596.45 (\$185,439.00 in FY25, \$294,710.95 in FY26, \$304,446.50 in FY27) subject to federal funding availability and disbursement.

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item #25-0556 (8/6/2025) and Item #25-0557 (8/6/2025).

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to **Item #** (2/4/2026).

WHEREAS, the County desires to amend said agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 6. CONTRACT TERM

The Agreement is hereby amended to revise ARTICLE 6. **CONTRACT TERM**, as follows:

Paragraph 6.0. This Agreement is effective on ~~March 1, 2025~~ **August 1, 2025**, for a term expiring on **February 29, 2028**.

Paragraph 6.1. The “Commencement Term” of this Agreement shall begin on ~~March 1, 2025~~ **August 1, 2025**, and shall end absolutely and without further obligation on the part of the County on the **29th day of February 2028**. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

The Agreement is hereby amended to revise ARTICLE 7. **COMPENSATION FOR SERVICES** as follows.

Paragraph 7.0 is stricken in its entirety and replaced with the following:

Paragraph 7.0.a. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP **Part A funds**, for a FY25 total award not to exceed \$1,808,776.00, for a FY26 total award not to exceed \$1,874,214.80, and for a FY27 total award not to exceed \$1,942,925.54. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.0.b. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP **Minority AIDS Initiative funds**, for an amount not to exceed \$285,439.00 (which includes an additional amount of \$100,000.00) in FY25, \$394,711.00 in FY26 (which includes an additional amount of \$100,000.00), and \$404,447.00 in FY27 (which includes an additional amount of \$100,000.00). The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1 is stricken in its entirety and replaced with the following:

Paragraph 7.1.a. The award amount includes RWHAP **Part A** contingency funding for FY25 in the amount of \$1,066,467.00, for FY26 in the amount of \$500,000.00, and FY27 in the amount of \$500,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

Paragraph 7.1.b. The award amount includes RWHAP **Minority AIDS Initiative** contingency funding for FY25 in the amount of \$230,918.00, for FY26 in the amount of \$200,000.00, and

FY27 in the amount of \$200,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

The Agreement is hereby amended to revise **ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS**, by amending Paragraph 10.1 as follows:

Paragraph 10.1. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning ~~March 1, 2025~~ August 1, 2025 and ending February 29, 2028.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Date

Attest:

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: _____ DATE: _____

APPROVED AS TO FORM:

Office of the County Attorney
For Fulton County Government

APPROVED AS TO CONTENT:

Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

By: _____
Agency Name

Date

Signature

Typed Name

Title



THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT PART A GRANT

**FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area
Agreement
FY2025 Amendment**

THIS AMENDMENT TO AID AGREEMENT, between FULTON COUNTY (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("BOC"), and **Positive Impact Health Centers, Inc.** (hereinafter referred to as "Subrecipient"). THIS Amendment shall be referenced as RW25-27-002 – any future amendments will be numbered sequentially.

WITNESSETH:

WHEREAS, the County, has recommended funding to Subrecipient to facilitate the approved program for a three-year total of Part A funds not to exceed \$20,043,262.15 (\$6,386,919.00 in FY25, \$6,676,264.95 in FY26, \$6,980,078.20 in FY27) subject to federal funding availability and disbursement.

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item #25-0556 (8/6/2025) and Item #25-0557 (8/6/2025).

WHEREAS, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item # (2/4/2026).

WHEREAS, the County desires to amend said agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 6. CONTRACT TERM

The Agreement is hereby amended to revise ARTICLE 6. **CONTRACT TERM**, as follows:

Paragraph 6.0. This Agreement is effective on ~~March 1, 2025~~ **August 1, 2025**, for a term expiring on **February 29, 2028**.

Paragraph 6.1. The “Commencement Term” of this Agreement shall begin on ~~March 1, 2025~~ **August 1, 2025**, and shall end absolutely and without further obligation on the part of the County on the **29th day of February 2028**. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

The Agreement is hereby amended to revise ARTICLE 7. **COMPENSATION FOR SERVICES** as follows.

Paragraph 7.0 is stricken in its entirety and replaced with the following:

Paragraph 7.0 Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of RWHAP **Part A funds**, for a FY25 total award not to exceed \$6,686,919.00 (which includes an additional amount of \$300,000.00), for a FY26 total award not to exceed \$6,976,265.00 (which includes an additional amount of \$300,000.00), and for a FY27 total award not to exceed \$7,280,078.00 (which includes an additional amount of \$300,000.00). The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1 is stricken in its entirety and replaced with the following:

Paragraph 7.1 The award amount includes RWHAP **Part A** contingency funding for FY25 in the amount of \$2,514,899.00, for FY26 in the amount of \$900,000.00, and FY27 in the amount of \$900,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

The Agreement is hereby amended to revise ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**, by amending Paragraph 10.1 as follows:

Paragraph 10.1. Subrecipient agrees that RWHAP Part A and MAI funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning ~~March 1, 2025~~ August 1, 2025 and ending February 29, 2028.

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

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

Date

Attest:

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: _____ DATE: _____

APPROVED AS TO FORM:

Office of the County Attorney
For Fulton County Government

APPROVED AS TO CONTENT:

Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

By: _____
Agency Name

Date

Signature

Typed Name

Title



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0055

Meeting Date: 2/4/2026

Requested Action (*Identify appropriate Action or Motion, purpose, cost, timeframe, etc.*)
Presentation of Proclamations and Certificates.

Proclamation recognizing “Shola Olorunsola Appreciation Day.”
(Pitts/Abdur-Rahman/Thorne/Ellis/Barrett/Ivory)

Proclamation recognizing “Pedal Forward Foundation Appreciation Day.” **(Ellis/BOC)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0057

Meeting Date: 2/4/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 25ITB1406230C-GS, Fire Sprinkler Protection System Maintenance Services in the total amount of \$300,000.00 with (A) VSC Fire & Security, Inc. (Norcross, GA) in an amount not to exceed \$160,000.00 and (B) Cliff's Fire Extinguisher Company, Inc. (Woodstock, GA) in an amount not to exceed \$140,000.00, to provide fire sprinkler protection system maintenance services for County facilities. Effective January 1, 2026 through December 31, 2026, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

All Districts	<input checked="" type="checkbox"/>
District 1	<input type="checkbox"/>
District 2	<input type="checkbox"/>
District 3	<input type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input type="checkbox"/>
District 6	<input type="checkbox"/>

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provide three quarterly flow tests and verification of associated alarms, one annual inspection, testing and maintenance of the sprinkler system and fire pumps for all Fulton County facilities equipped with fire sprinklers. This contract is also used for addressing system deficiencies observed during quarterly and/or annual inspections. The procedure and requirements for the

inspection and maintenance are specified in National Fire Protection Association (NFPA) 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

Community Impact: This contract is critical to ensure Fulton County facilities are compliant with all code requirements associated with fire sprinkler systems.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the lowest responsible and responsive bidders to provide fire sprinkler protection system maintenance services for County facilities for fiscal year 2026. The recommendation was based on the bidders' prices for quarterly, annual, and five-year maintenance testing on various types of fire control systems (dry, control valves, flow switches, tampers, and fire pumps) located throughout facilities; costs for winterization and fire hydrant testing on identified facilities; per hour labor cost for non-scheduled repairs by calculating the given estimated hours for annual labor charges; and trip service charges per call by calculating the given estimated number of trip charges and totaling up all costs for Based Bid Amount to determine the lowest responsible bidder.

The recommendation was also based on the bidder's submittal of required professional licenses such as the State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have current NICET Level III Certification in Inspection and Testing of Water-Based Systems or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems on County facilities).

The County received and evaluated seven (7) bid responses to the solicitation. VSC Fire & Safety, Inc. (current contractor) submitted the lowest responsible bid in the amount of \$121,431.00; the 2nd lowest bidder was Cliff's Fire Extinguisher Company, Inc., with a bid in the amount of \$127,837.50. See Exhibit 1, Bid Tabulation Sheet, attached.

The award of multiple contractors provides DREAM with the maximum flexibility to service County needs.

Therefore, we recommend VSC Fire & Safety, Inc. as the lowest responsible bidder and Cliff's Fire Extinguisher Company, Inc. as the next most responsible and responsive bidder to provide fire sprinkler protection system maintenance services for County facilities for fiscal year 2026.

The \$300,000 in spending authority is requested because this is a time and materials contract that requires covering the cost for replacement of all parts/ components and labor for inspections and maintenance repairs. The bid prices quoted by the bidders are only for a fixed cost. However, in most cases, because of the age of the systems there will be deficiencies. When such deficiencies are identified, Fulton County must repair them at additional cost. The extra authority requested, over and above the base bid cost, will be used to cover the cost of deferred maintenance.

Project Implications: These are services mandated by the State Fire Marshal. Non-compliance could result in potential life-safety risks for employees and visitors to Fulton Count facilities.

Community Issues/Concerns: None that the Department is aware of.

Department Issues/Concerns: If these contracts are not approved, the County will be noncompliant with the State Fire Marshall and NFPA 25, Standards for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

Contract Modification: This is a new procurement.

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

Contract Value: \$300,000.00

(A)

Prime Vendor: VSC Fire & Security

Prime Status: Non-Minority

Location: Norcross, GA

County: Gwinnett County

Prime Value: \$160,000.00 or 100.00%

Total Contract Value: \$160,000.00 or 100.00%

Total Certified Values: \$0.00

(B)

Prime Vendor: Cliff's Fire Extinguisher Company, Inc.

Prime Status: Non-Minority

Location: Woodstock, GA

County: Cherokee County

Prime Value: \$140,000.00 100.00%

Total Contract Value: \$140,000.00 or 100.00%

Total Certified Values: \$0.00

Grand Contract Value: \$300,000.00 or 100.00%

Grand Certified Value: \$00.00 or 00.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Performance Evaluations

Exhibit 3. Department Recommendation Letter

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$300,000.00
TOTAL: \$300,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance-\$160,000
"Subject to availability of funding adopted for FY2026 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance-\$140,000
"Subject to availability of funding adopted for FY2026 by BOC"

Key Contract Terms	
Start Date: 1/1/2026	End Date: 12/31/2026
Cost Adjustment: N/A	Renewal/Extension Terms: T renewal options

Overall Contractor Performance Rating:

VSC Fire & Security, Inc. 91
Cliff's Fire Extinguisher Company, Inc. New Vendor - CPR Memo

Would you select/recommend this vendor again?

Yes

Report Period Start: 5/1/25 **Report Period End:** 7/31/2025

no	name/username	password	last login	last login date	last login time	last login ip	last login browser
1	admin	123456	2023-09-01 14:23:12	2023-09-01	14:23:12	192.168.1.100	Chrome





6/6



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: December 11, 2025

SUBJECT: Contractor's Performance Report – Acom Integrated Solutions – ITB #25ITB1406230C -GS, Fire Sprinkler Protection System Maintenance Services-FY2026

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Maintenance and Testing of Fire Intrusion Alarm Systems-

PROJECT NO.: 25ITB1406230C -GS

CONTRACTOR: Cliff's Fire Extinguisher Company, Inc.
311 Bell Park Drive
Woodstock, GA 30188

POC: Joshua Bennett, Vice President

PHONE: (770) 591-5271

EMAIL: jcb@cliffsfire.com

If you have any questions, please contact Khandi Flowers (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John W. Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM

Performance Evaluation Details

ID	E5
Project	Fire Sprinkler Protection System Maintenance Services
Project Number	22ITB135741C-GS
Supplier	VSC Fire & Security
Supplier Project Contact	Kevin Burkholder (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	05/01/2025 to 07/31/2025
Effective Date	09/16/2025
Evaluation Type	Formal
Interview Date	07/25/2025
Expectations Meeting Date	07/31/2025
Status	Completed
Publication Date	09/16/2025 05:22 PM EDT
Completion Date	09/16/2025 05:22 PM EDT
Evaluation Score	91

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

The vendor consistently delivered services that met contract requirements with minimal quality issues. Any minor concerns were addressed promptly and did not impact overall performance. Deliverables met technical specifications and standards of workmanship.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments

The vendor adhered to most agreed-upon schedules with only minimal delays that did not significantly affect the overall project timeline. When delays occurred, the vendor communicated promptly and took reasonable steps to remain on track.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The vendor demonstrated strong communication and professionalism throughout the duration of the contract. They responded promptly to all inquiries and collaborated effectively with the User Department to resolve any issues.

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

Vendor representatives were consistently professional and responsive. Routine updates and communications ensured alignment with performance expectations and provided the User Department with confidence in their reliability.

Rating

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

Comments

The vendor adhered to contract pricing with only minor discrepancies that were quickly resolved upon inquiry. All invoicing was submitted correctly and in a timely manner, with clear documentation and pricing substantiation.

GENERAL COMMENTS

Comments

Overall, the vendor performed effectively and professionally throughout the project. Their work met contractual obligations with a high level of quality, strong communication, and good cost control. They are recommended for similar future engagements.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Purchasing and Contract Compliance
JD

FROM: Joseph Davis, Director, DREAM

DATE: December 10, 2026

SUBJECT: **Recommendation Award - #25ITB1406230C-GS**
Fire Sprinkler Protection System Maintenance
Services

RECOMMENDATION: We are requesting approval of the lowest responsible bidders- Department of Real Estate and Asset Management, Bid#25ITB1406230C-GS, Fire Sprinkler Protection System Maintenance Services in the total amount of \$300,000.00 with VSC Fire & Security, Inc., Inc. (Norcross, GA) in the amount of \$160,000.00 and Cliff's Fire Extinguisher Company, Inc. (Woodstock, GA) in the amount of \$140,000.00 to provide fire sprinkler protection system maintenance services for County facilities. Effective January 1, 2026 through December 31, 2026, with two renewal options.

DISCUSSION: The Department of Real Estate and Asset Management recommends approval of the lowest responsible and responsive bidders to provide fire sprinkler protection system maintenance services for County facilities for fiscal year 2026. The recommendation was based on the bidders' prices for quarterly, annual, and five year maintenance testing on various types of fire control systems (dry, control valves, flow switches, tampers and fire pumps) located throughout the facility; costs for winterization and fire hydrant testing on identified facilities; per hour labor cost for non-scheduled repairs by calculating the given estimated hours for annual labor charges; and trip service charges per call by calculating the given estimated number of trip charges and totaling up all costs for Based Bid Amount to determine the lowest responsible bidder.

The recommendation also was based on the bidder's submittal of required professional licenses such as: State of Georgia Certificate (Georgia Department of Insurance and Fire Safety calls for technicians/Inspectors to have current NICET Level III Certification in Inspection and Testing of Water-Based Systems or other acceptable forms of certification acceptable to the area having jurisdiction (City, State, etc.) to prove that they are qualified to perform maintenance on fire protection systems including fire pumps and dry systems on County facilities.

The County received and evaluated seven (7) bid responses to the solicitation. VSC Fire & Safety, Inc. (current contractor) submitted the lowest responsible bid in the amount of \$121,431.00; the 2nd lowest bidder was Cliff's Fire Extinguisher Company, Inc. submitted a bid in the amount of \$127,837.50; the 3rd lowest bidder Telgian Fire and Safety submitted a bid in the amount of \$129,278.00; the 4th lowest bidder Acom Integrated Solutions submitted a bid in the amount of \$149,525.00; the 5th lowest bidder ADT Commercial submitted a bid in the amount of \$153,195.00; the 6th lowest bidder Patriot Fire Protection submitted a bid in the amount of \$234,033.00 and the 7th lowest bidder DynaFire, LLC submitted a bid in the

amount of \$250,360.00. After determining these factors, The Department requiring multiple fire sprinkler protection contractors to provide the County with maximum flexibility to service needs.

Therefore, we recommend VSC Fire & Safety, Inc. as the lowest responsible bidder and Cliff's Fire Extinguisher Company, Inc. as the next most responsible and responsive bidder to provide fire sprinkler protection system maintenance services for County facilities for fiscal year 2026.

The \$300,000 in spending authority is requested because this is a time and materials contract that requires covering the cost for replacement of all parts/ components and labor for inspections, and maintenance repairs. The bid prices quoted by the bidders are only for a fixed cost, However, in most cases, because of the age of the systems there will be deficiencies. When such deficiencies are identified, Fulton County is liable to repair them and these repairs come at additional cost. The extra authority requested, over and above the base bid cost will be used to cover the cost of deferred maintenance.

If you require additional information, contact Khandi Flowers at (404) 612-7944.

ATTACHMENT: Bid Tabulation Sheet

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM
Ben Wright, T Building Maintenance Manger (Interim)– Central, DREAM
Willie Perryman, Building Maintenance Manger – Greater, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0058

Meeting Date: 2/4/2026

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 25ITB082825K-JA, New US Custom and Border Control Building Project at Fulton County Executive Airport in the amount not to exceed \$5,117,347.18 with Ward Humphrey, Inc. (Marietta, GA), to construct a United States Customs and Border Protection Facility (CBP) to be located on the northern border of the East/West Runway on Sandy Creek Road, Atlanta, GA 30336. Effective for a period of 300 calendar days upon issuance of Notice to Proceed.

Requirement for Board Action

In accordance with the State of Georgia O.C.G.A. §36-91 Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$250,000 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval.

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?

Yes

Summary & Background

The Department of Real Estate and Asset Management (DREAM) has partnered with the Fulton County Public Works Department, the Department of Homeland Security, and other stakeholders and recommends approval of the award recommendation for the new US Customs Building Project (CBP). The proposed CBP facility will be approximately 5,000 sq. ft. and has been designed per US Customs and US General Aviation Facility (GAF) standards. It will include all standard pre and post

processing spaces, office space for US Customs personnel, agricultural laboratory, and holding facilities as directed by CBP guidelines. The facility will be able to process as many as four (4) aircraft simultaneously and can accommodate twenty (20) occupants including staff.

Scope of Work: The project will consist of the awarded bidder furnishing all materials, labor, tools, equipment, and appurtenances necessary to perform all construction of the approximately 5000 square feet US Customs Building in accordance with the issued construction plans prepared by Michael Baker International, the Invitation to Bid scope of work, specifications and any revised drawings documents.

The detailed scope of work from site development to new building construction includes grading and drainage improvements, erosion control, fencing, installation of utilities, namely; water - domestic and fire, sanitary sewer, gas, electric, telecommunication systems, and paving. The complete list of deliverables is as follows:

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Provide 100% Performance and Payment Bonds prior to Construction
- Manage obtaining all required permits
- Management execution of all Construction Phase activities
- Schedule and conduct progress meetings throughout the duration of project
- Management and execution of the Post Construction Phase
- Provide electronic document service and manage submittals as required
- Provide photograph documentation of construction progress
- Management and execution of Quality Assurance Plan as required

The County requires a project schedule that achieves substantial completion with a temporary certificate of occupancy (TCO) within 270 calendar days of notice to proceed.

Recommended Bidder	Total Base Bid Amount	Owner Controlled Contingency (10%)	Total Requested Approval
Ward Humphrey, Inc.	\$5,117,347.18	\$463,000.00	\$5,117,347.18

Community Impact: The proposed U.S. Customs and Border Protection (CBP) facility at Fulton County Executive Airport represents a significant step forward in the Airport's broader expansion vision by enhancing international connectivity, improving regional infrastructure, and deepening economic impact for the surrounding community. A dedicated CBP presence enhances the Airport's capacity to monitor cross-border traffic, ensuring safety and regulatory compliance. Economically, the expansion is expected to attract more private and international aircraft traffic increasing business opportunities and boosting local commerce.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Procedural for Basis of Award

The recommendation for the award is based on the bidders' abilities to provide complete cost for construction services according to the Invitation to Bid scope of work, specifications and drawings documents provided for the approximately 5,000 sq ft New US Custom and Border Control Building Project at Fulton County Executive Airport. The detailed scope of work from site development to new building construction includes grading and drainage improvements, erosion control, fencing, installation of utilities, namely; water - domestic and fire, sanitary sewer, gas, electric and telecommunication systems. Including associated asphalt and concrete paving. The Total Base Bid Amount determined the lowest responsible and responsive bidder recommended for this award.

The Department received and evaluated eight (8) bids to the solicitation. JNB Services submitted the apparent lowest bid in the amount of \$5,100,000.00. However, they did not submit the requisite bond required to be responsive to this bid and Purchasing deemed them non-responsive; Ward Humphrey Inc. submitted 2nd overall lowest bid in the amount of \$5,117,347.18; The M Mitchell Group submitted the third lowest bid in the amount of \$5,624,000.00; Visionary Construction submitted the fourth lowest bid in the amount of \$5,629,242.00; Eastern Builders submitted the fifth lowest bid in the amount of \$5,816,470.00; Sovereign Cooper, Inc. submitted the sixth lowest bid in the amount of \$5,894,900.00; R. K. Redding Redding Construction, Inc. submitted the seventh lowest bid in the amount of \$6,211,062.00; and Brad Construction Company II submitted the eighth lowest bid in the amount of \$7,150,000.00.

Award Recommendation

DREAM recommends Ward Humphrey, Inc. as the lowest responsive and responsible bidder to provide construction services for the new US Custom and Border Control Building Project at Fulton County Executive Airport.

This is a one-time capital construction project. The requested spending authority in the amount of \$5,117,347.18 (includes an owner-controlled contingency of \$463,000.00).

Project Implications: This facility signals a strategic shift toward increased domestic and international aviation capabilities. With the ability to process multiple aircraft concurrently, the Airport can streamline arrivals and reduce delays. Close coordination with CBP underscores the project's compliance with national border protection standards, setting a precedent for future enhancements. This facility stands as a cornerstone for Fulton County Executive Airport's transformation-bridging local ambition with global access, and reinforcing the Airport's role as a dynamic hub in the national aviation network.

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

Department Issues/Concerns: If this proposal is not approved, the County does not have the ability to complete the planned construction.

Contract Modification This is a new procurement.

Contract & Compliance Information

Contract Value: **\$5,117,347.18**

Prime Vendor: **Ward Humphrey, Inc.**

Location: **Marietta , GA**

County: **Cobb County**

Prime Value: **\$1,314,176.06 or 25.68%**

Subcontractor: **ClearVue Glass and Mirror**

Location: **Marietta, GA**

County: **Cobb County**

Contract Value: **\$219,790.00 or 4.29%**

Subcontractor: **Drake Interiors**

Location: **Canton, GA**

County: **Cherokee County**

Contract Value: **\$109,838.00 or 2.15%**

Subcontractor: **Five Star Painting**

Location: **Marietta, GA**

County: **Cobb County**

Contract Value: **\$15,000.00 or 0.29%**

Subcontractor: **Georgia Concrete Plus, LLC**

Location: **Marietta, GA**

County: **Cobb County**

Contract Value: **\$1,243,711.00 or 24.30%**

Subcontractor: **Greenlee Mechanical Systems, Inc.**

Location: **McDonough, GA**

County: **Henry County**

Contract Value: **\$293,550.00 or 5.70%**

Subcontractor: **J.R. Preston, LLC**

Location: **Forsyth, GA**

County: **Monroe County**

Contract Value: **\$386,287.00 or 7.55%**

Subcontractor: **Lewis Fire Protection**

Location: **Vills Rica, GA**

County: **Carol County**

Contract Value: **\$24,904.00 or 0.49%**

Subcontractor:	Livewire Innovation Technologies, Inc.
Location:	Dallas, GA
County:	Douglas County
Contract Value:	\$70,750.12 or 1.38%
 Subcontractor:	 Metro Waterproofing
Location:	Scottdale, GA
County:	Dekalb County
Contract Value:	\$66,900.00 or 1.31%
 Subcontractor:	 Prestige Plumbing, LLC
Location:	Sandy Springs, GA
County:	Fulton County
Contract Value:	\$7,955.00 or 0.16%
 Subcontractor:	 Raw Plumbing, LLC
Location:	Douglasville, GA
County:	Douglas County
Contract Value:	\$294,890.00 or 5.76%
 Subcontractor:	 Ray Stairs
Location:	Ellenwood, GA
County:	DeKalb County
Contract Value:	\$140,512.00 or 2.75%
 Subcontractor:	 Restroom Stalls and All
Location:	Gainesville, GA
County:	Hall County
Contract Value:	\$8,172.00 or 0.16%
 Subcontractor:	 Robinson Door and Security
Location:	Dalton, GA
County:	Whitfield County
Contract Value:	\$200,647.00 or 3.92%
 Subcontractor:	 Roof Technology Partners
Location:	Woodstock, GA
County:	Cherokee County
Contract Value:	\$94,250.00 or 1.84%
 Subcontractor:	 Sole Source Electrical Contractors, LLC
Location:	Dallas, GA
County:	Douglas County
Contract Value:	\$318,202.00 or 6.22%
 Subcontractor:	 Solid Solutions

Location: Atlanta, GA
County: Fulton County
Contract Value: \$13,467.00 or 0.26%

Subcontractor: Spectra
Location: Norcross, GA
County: Gwinnett County
Contract Value: \$69,996.00 or 1.37%

Subcontractor: United Panel
Location: Cartersville, GA
County: Bartow County
Contract Value: \$224,896.00 or 4.39%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Performance Evaluation Report - Memo
Exhibit 3: Department Recommendation Memo

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$5,117,347.18
TOTAL:	\$5,117,347.18

Fiscal Impact / Funding Source

Funding Line 1:

Airport Fund: 509-540-5601-1567 - (\$1,341,557.33)

Funding Line 2:

200-540-5601-1160 - (\$291,789.85)

Funding Line 3:

FAA Grant - \$3,484,000.00

Key Contract Terms	
Start Date: Issuance of Notice to Proceed	End Date: 300 Calendar Days completion as determined by County
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: New Vendor

Would you select/recommend this vendor again?

Choose an item.

Report Period Start: **Report Period End:**

N/A N/A



Department of Purchasing & Contract Compliance

BID TABULATION SHEET

PROJECT NAME: US Customs and Border Facility FULCO Executive Airport

Project Number: 251TB082825K-JA
Date: October 21, 2025
Total Number of Bidders: 8 (Eight)

Contractor's Name	Site Visit Attendant Yes or No	Bid Bond Yes or No	Bid Amount	GA Contractor's License Yes or No	E-Verify Number
BRAD CONSTRUCTION COMPANY II	Yes	Yes	\$7,150,000.00	Yes	1089850
EASTERN BUILDERS	Yes	Yes	\$5,816,470.00	Yes	1664856
JNB SERVICES	Yes	No Bidder deemed Non-responsive	\$5,100,000.00	Yes	1269785
R.K. REDDING REDDING CONSTRUCTION INC.	Yes	Yes	\$6,211,062.00	Yes	23043
SOVEREIGN COOPER, INC.	Yes	Yes	\$5,894,900.00	Yes	2157551
THE M MITCHELL GROUP	Yes	Yes	\$5,624,000.00	Yes	836604
VISIONARY CONSTRUCTION	Yes	Yes	\$5,629,242.00	Yes	2867382
Ward Humphrey, Inc.	Yes	Yes	\$5,117,347.18	Yes	1397770



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: December 15, 2025

SUBJECT: Contractor's Performance Report-#25ITB082825K-JA
New US Custom and Border Control Building Project at Fulton County Executive Airport - 2025

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: New US Custom and Border Control Building Project At Fulton County Executive Airport

PROJECT NO.: 25ITB082825K-JA

CONTRACTOR: Ward Humphrey, Inc.
531 Roselane Street
Marietta, Georgia, 30060

POC: Margaret Williams

PHONE: (770) 240-1889

EMAIL: mwilliams@ward-humphrey.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
John Adams, DREAM Administrator
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: December 15, 2025

SUBJECT: Recommendation Award – ITB #25ITB082825K-JA New US Custom and Border Control Building Project at Fulton County Executive Airport

Recommendation: We are recommending approval of the lowest bidder for, ITB #25ITB082825K-JA New US Custom and Border Control Building Project at Fulton County Executive Airport, in the amount of \$5,117,347.18 with Ward Humphrey, Inc. (Marietta, GA), to provide new construction of the United States Customs Facility at the Fulton County Airport. This Customs and Border Protection Facility (CBP) will be located on the northern border of the East/West Runway, on Sandy Creek Road, Atlanta, GA 30336. Effective for a period of 300 calendar days upon issuance of Notice to proceed or until final completion as determined by Fulton County.

DISCUSSION: The recommendation for the award is based on the bidders' abilities to provide complete cost for construction services according to the Invitation to Bid scope of work, specifications and drawings documents provided for the approximately 5,000 sq ft New US Custom and Border Control Building Project at Fulton County Executive Airport project. The detailed scope of work from site development to new building construction includes grading and drainage improvements, erosion control, fencing, installation of utilities, namely; water-domestic and fire, sanitary sewer, gas, electric and telecommunication systems. Including associated asphalt and concrete paving. The Total Base Bid Amount determined the lowest responsible and responsive bidder recommended for this award.

The Department received and evaluated eight (8) bids to the solicitation. JNB Services submitted the apparent lowest bid in the amount of \$5,100,000.00. However, they did not submit the requisite bond required to be responsive to this bid and Purchasing deemed them non-responsive.; Ward Humphrey Inc. submitted 2nd overall lowest bid in the amount of \$5,117,347.18. ; The M Mitchell Group submitted the third lowest bid in the amount of \$5,624,000.00; Visionary Construction submitted the fourth lowest bid in the amount of \$5,629,242.00; Eastern Builders submitted the fifth lowest bid in the amount of \$5,816,470.00; Sovereign Cooper, Inc. submitted the sixth lowest bid in the amount of \$5,894,900.00; R. K. Redding Redding Construction, Inc. submitted the seventh lowest bid in the amount of \$6,211,062.00 and Brad Construction Company II submitted the eighth lowest bid in the amount of \$7,150,000.00.

Recommendation:

After careful review, we recommend Ward Humphrey, Inc. as the lowest responsive and responsible bidder to provide construction services for the New US Custom and Border Control Building Project at Fulton County Executive Airport.

Recommended Bidder	Total Base Bid Amount	Owner Controlled Contingency (10%)	Total Requested Approval
Ward Humphrey, Inc.	\$5,117,347.18	\$463,000.00	\$5,117,347.18

To our knowledge Ward Humphrey, Inc. has not previously performed services for DREAM and therefore has no performance history to provide.

This is a one- time capital construction project. The requested spending authority in the amount of \$5,117,347.18 (includes an Owner Controlled Contingency of \$463,000.00) furnishing all materials, labor, tools, equipment, and appurtenances necessary to perform all construction of the approximately 5000 square feet US Custom Building. The recommended Contractor will work in collaboration with the Department of Real Estate and Asset Management Construction Team, Public Works, the Department of Homeland Security and other stakeholders.

Joseph Davis

Authorized Signature: _____ Joseph N. Davis _____ Date: 12-15-25
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
David Clark, Director, Public Works
Sam Bakare, Administrator, DREAM
Hilary Ndulue, Construction Project Manager, DREAM
Florene Thornton, Financial Administrator, DREAM
Darlene Banks, CAPA, Team K, Purchasing & Contract Compliance
Janett Adams, Team K, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, DREAM
Khandi Flowers, Contract Management Administrator, Purchasing/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0059

Meeting Date: 2/4/2026

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, #47800-SOS0000037, Master Solution Purchase and Services Agreement in the amount of \$240,000.00 with Dominion Voting System Incorporated (Atlanta, GA) to purchase mandated watermarked security ballot paper for the General Primary Election / Nonpartisan Election and Runoff Elections and the General Election / Special Election and Runoff Elections. Effective upon BOC approval, through June 30, 2026.

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

In accordance with Purchasing Code Section 102-462, 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	<input checked="" type="checkbox"/>
District 1	<input type="checkbox"/>
District 2	<input type="checkbox"/>
District 3	<input type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input type="checkbox"/>
District 6	<input type="checkbox"/>

Is this a purchasing item?

Yes

Summary & Background: O.C.G.A. § 21-2-379.23 requires the use of watermarked security ballot paper.

Scope of Work: The purchasing watermarked ballot paper will be used to conduct the elections and meet the requirement under Georgia Code.

Community Impact: The Department of Registration & Elections is not aware of any community impact

Department Recommendation: The Department recommends approval of the purchases.

Project Implications: The request for approval is needed for these purchases to meet House Bill 97.

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

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

Contract Modification: New Procurement

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

Click or tap here to enter text.

Exhibits Attached:

Exhibit 1: Dominion SWC contract

Exhibit 2: Dominion Voting quotes

Contact Information:

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$240,000.00
TOTAL:	\$240,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind
Start Date:	<input type="checkbox"/> Approval to Award
End Date:	<input type="checkbox"/> Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2654-1462: General, Registration & Elections, Office Supplies - \$120,000.00

Funding Line 2:

100-265-2653-1462: General, Registration & Elections, Office Supplies - \$120,000.00

Key Contract Terms	
Start Date: Upon approval	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A



MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT

BY AND BETWEEN

DOMINION VOTING SYSTEMS, INC.
as Contractor,

and

SECRETARY OF STATE OF THE STATE OF GEORGIA
as State

Dated as of July 29, 2019

Contract No. [•]

Master Solution Purchase and Services Agreement

THIS MASTER SOLUTION PURCHASE AND SERVICES AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2019 (the "Effective Date"), by and between the Secretary of State of the State of Georgia, with its principal executive offices at 2 Martin Luther King Jr. Drive, West Tower, Atlanta, Georgia 30334 ("State"), and Dominion Voting Systems, Inc., with an office at 1201 18th Street, Suite 210, Denver, Colorado 80202 ("Contractor"). All capitalized terms used in this Agreement are defined, or the location of such definitions indexed, in Section 18.

1. BACKGROUND AND SCOPE.

1.1 **Background.** State desires to acquire, and enable other State Entities to acquire, from Contractor certain Services, Software, Equipment and/or any Licensed Programs or any combination of the foregoing (collectively, the "Solution") capable of providing a new Statewide Voting System (a "SVS") with a verifiable paper record which is sufficient to support all primaries and general elections, as more fully described in State's request for proposal for the Solution (event number 47800-SOS0000037) released March 15, 2019 and all documents attached thereto or links contained therein (as amended, the "eRFP"). Based on Contractor's experience, State has selected Contractor to supply such Solution and, if selected by State, to perform (through itself or one or more Contractor Solution Partners) Services to customize, install, implement and/or maintain a Solution, as further described herein.

1.2 **Guaranteed Functionality & Guaranteed Performance.** Before the selection of Contractor, State issued the eRFP whereby Contractor was required to make an initial, written response to such eRFP and to engage in meetings and discussions with State regarding the suitability of the Solution and Services for identified needs of the State Entities as set forth in the eRFP. As part of the eRFP process, State required Contractor to perform certain professional services and demonstrations to validate and confirm that the Solution and Services fulfill the needs of the State as described in the eRFP, including the delivery and implementation of a SVS that can be used by all State Entities throughout the State of Georgia for the 2020 Presidential Preference Primary on March 24, 2020 (the "Presidential Preference Primary"). Such requirements, together with Contractor's eRFP Response, Contractor's Request for Supplemental Technical Response dated June 24, 2019, shall be considered the "Mandatory Requirements" for purposes of this Agreement, which shall be incorporated in writing into this Agreement. Contractor expressly represents that the Solution will meet all Mandatory Requirements, and, when implemented, will accurately function in accordance with those requirements and this Agreement. State selected Contractor and the Solution and enters into this Agreement based on the features, functions and attributes of the Solution described in (a) the Documentation, (b) the Mandatory Requirements as being capable of enabling State and all other State Entities to accurately and securely administer elections throughout the State of Georgia in accordance with Applicable Laws of the State of Georgia (the "Guaranteed Functionality"), and (c) Contractor's guarantee that Contractor will have timely and completely implemented the Solution prior to the date of the Presidential Preference Primary (March 24, 2020), including delivery of all Equipment and training on the use of such Equipment in the registration of voters and administration of an election, such that the SVS is in place and the Solution fully operational and available for use by all State Entities in such Primary and in all subsequent primary and general elections throughout the Term (the "Guaranteed Performance").

1.3 **Solution Partners.** Contractor may provide certain of the Services and/or components of the Solution (including certain Third Party Licensed Programs) through one or more Contractor Affiliates, suppliers, resellers, or service providers (each, a "Contractor Solution Partner"), provided, each is expressly identified by Contractor to State and State agrees to its inclusion on Exhibit D hereto. As between Contractor and each Contractor Solution Partner on the one hand, and State on the other hand, Contractor shall be the prime contractor to State hereunder and in such capacity shall have full responsibility and liability for the performance of the Solution (including each of its Contractor Solution Partner components) and all Services hereunder (including all Services provided by Contractor Solution Partners). Unless the context otherwise requires, all references to "Contractor" throughout this Agreement shall refer to both Contractor and each Contractor Solution Partner. If any Services or any portion or component of the Solution is subject to a warranty claim or otherwise suffers a malfunction or defect and Contractor and a

Contractor Solution Partner dispute the cause of and/or fault for such malfunction or defect, then until such time as Contractor and the Contractor Solution Partner resolve their dispute, Contractor shall, without delay or cost to State continue to provide the Maintenance Services and complete all repairs, replacements or other applicable remedy obligations hereunder as necessary to full remedy the warranty claim.

1.4 Purchasing by State and other State Entities. State may use the Solution and/or Services purchased under this Agreement on its own behalf and for the benefit of all other State Entities, in accordance with the terms and conditions hereof. Contractor acknowledges and agrees that this Agreement is intended to be subject to an intergovernmental agreement between State and the other State Entities, and, therefore, that State or any other State Entity may purchase the Solution and/or any of the Services directly under this Agreement by issuing a valid purchase order and entering into a Solution Order or Services Order, as applicable. Any State Entity directly purchasing a Solution and/or Services under this Agreement (i) shall be solely responsible for payment of the Solution or Services purchased by such State Entity, (ii) shall be entitled to all of the rights and benefits afforded to State under this Agreement, and (iii) may enforce this Agreement in its own name with respect to such Solution and/or Services as if this Agreement, in its entirety, had been executed by Contractor and the applicable State Entity, and (iv) subject to Section 17.6.1, shall only be held responsible by Contractor for the performance of its obligations (including payment obligations) with respect to the specific Solution and/or Services purchased by such State Entity as set forth in the applicable Solution Order or Services Order.

1.5 Non-Exclusive Rights. This Agreement is not exclusive. State and each other State Entity reserve the right to select other contractors to provide the same or other products, licenses and services.

1.6 No Minimums Guaranteed. Except as provided in an executed Solution Order, this Agreement does not guarantee any minimum level of purchases.

2. SOLUTION AND DELIVERABLES.

2.1 Solution Order and Delivery. During the Term, and subject to all of the terms and conditions contained herein, Contractor agrees to deliver to State the Solutions ordered pursuant to a Solution Order, as hereinafter described.

2.1.1 Solution Order. For the ordering of a Solution from Contractor, any State Entity and Contractor will, subject to mutual agreement by both parties, execute a written order (each an "Solution Order"). Each Solution Order shall: (a) be substantially in the form of Exhibit B hereto; (b) be consecutively numbered with respect to all prior Solution Orders; and (c) include, where applicable and available at that time, the following information:

(i) the services described in this Agreement, including the Configuration Services, services required to complete Installation Events, Maintenance Services, Training Services and other services provided by Contractor under this Agreement (the "Services"), which are being purchased by the applicable State Entity;

(ii) licenses and/or sublicenses to the application software (the "Application Programs"), and to the custom programming application software (the "Special Programs") required in connection with the Services;

(iii) the software support services to be provided by Contractor for the Application Programs and the Special Programs (collectively, the "Support Services");

(iv) the hardware and equipment Deliverables to be provided by Contractor hereunder, including any computer systems, accessories, supplies, parts, related Documentation, and Revisions thereto to be provided by Contractor required for the operation of the Solution (the "Equipment") and the licenses and/or sublicenses to the operating software for such Equipment granted by Contractor (the "Operating Programs");

- (v) the maintenance services for the Equipment (collectively, the "Maintenance Services");
- (vi) the date by which the Solution must be fully delivered;
- (vii) the particular State Site to which such Solution must be delivered; and
- (viii) the price applicable to the items set forth on such Solution Order.

The terms "Application Programs," "Special Programs," and "Operating Programs" are collectively referred to as the "Software." In the event of a conflict between the terms of this Agreement and the terms of any Solution Order, except with respect to any provision of this Agreement which explicitly states that it may be modified or superseded by an analogous provision in a Solution Order, the terms of this Agreement shall control. The terms and conditions of each Solution Order will apply solely with respect to the Solution purchased under such Solution Order and shall not be deemed to modify this Agreement.

2.1.2 Implied Products and Services. Subject to Section 2.3.2 if any Services, Application Programs, customizations, Operating Programs, Support Services, Maintenance Services which are reasonably required for, and incidental to or inherent in, the proper delivery and use of the Solution or the performance and provision of the Services (regardless of whether they are specifically described in this Agreement), they will be deemed to be implied by and included within the scope of the Solution and Services to be provided by Contractor to the same extent and in the same manner as if specifically described in this Agreement.

2.1.3 Installation Plan. Attached as Attachment 4 to each Solution Order shall be an installation plan, developed by Contractor and approved by State (the "Installation Plan") which describes in detail with respect to such Solution Order: (i) each element of the delivery, installation, and training of State Personnel in the operation and use of, the Solution, each in a manner that meets the Mandatory Requirements (each a "Installation Event"); (ii) the specific dates set by which each of the Installation Events are to be completed (the "Installation Deadlines"); and (iii) the applicable Site Specifications, if any. Installation Plans may be replaced and superseded from time to time upon agreement of the parties in order to reflect mutually agreed changes in the Installation Events or Installation Deadlines by using the change control procedures set forth in Section 5.2. For the avoidance of doubt, State Entities will only be responsible for those fees related to Installation Events that are reflected in the applicable Solution Order.

2.1.4 Delivery. Contractor shall deliver the Solution ordered, including all Equipment and Documentation, to the State Site specified in the Solution Order, by the date(s) specified in the Installation Plan and otherwise in strict compliance with the terms and conditions of this Agreement and Installation Plan. Contractor shall not make any substitutions for the Solution of any other version, model, capacity or manufacturer without the prior written consent of State. Contractor represents and warrants that the Solution shall be new (not remanufactured or refurbished), free of defects, and in good operating condition at all times prior to the expiration of the Warranty Period. Solutions which consist solely of Licensed Programs may also be delivered electronically upon mutual agreement of the parties.

2.1.5 Shipment, Title and Risk of Loss. For each piece of Equipment or other Solution hardware component, Contractor shall pass title and ownership of such Solution component to State upon State's payment in full for such Solution component. Upon State's payment in full for each Solution, Contractor will deliver a bill of sale for each Solution component to State, as applicable. Contractor guarantees that State shall acquire good and clear title to the Equipment and other Solution hardware components being purchased hereunder, free and clear of all liens and encumbrances. Contractor shall arrange for shipment, at Contractor's expense, of Equipment by a mutually acceptable common carrier F.O.B. to the applicable State Site, or other delivery location specified in the Solution Order, at a mutually agreeable time. Risk of loss for such Equipment shall pass to State upon proper delivery at the designated destination. There shall be no additional charge to State for shipping, delivery or insurance beyond the prices set forth in the Solution Order. In the event of damage to any Equipment or hardware during transit or if Contractor or its designee delivers Equipment or hardware that does not pass Acceptance Testing, then Contractor will replace such

Equipment or hardware at Contractor's expense, including covering all shipping costs associated with returning such items to Contractor.

2.1.6 Inspection. In accordance with the Installation Plan and the requirements for the Acceptance Testing Plan, all Equipment shall be inspected as follows: (i) following arrival of the initial deliveries at the central warehouse designated by State and (ii) for the same deliveries, when forwarded to the State Site (or any subsequent delivery made directly to the State Site(s)). Prior payments shall not be considered as waiving any right of testing or inspection of the State Entities under this Agreement. Determination by a State Entity that Equipment or component has passed Acceptance Testing is without prejudice to any other rights or remedies that such State Entity may have with respect to any subsequently uncovered non-compliance, defect, or non-conformity. Any State Entity may return any Equipment or component of the Solution to Contractor that it determines not to have passed Initial Testing or Acceptance Testing for replacement, and such returns shall be at Contractor's expense including as relates to transportation charges. Any return made by a State Entity for failure of the Equipment or any component of the Solution to pass the Acceptance Testing shall not be affected by any determination by State that such Equipment or component passed Initial Acceptance Testing. If Contractor fails to repair or arrange shipment and pickup of such rejected Equipment by a mutually acceptable common carrier (F.O.B. the State Site from which such rejected items will be dispatched) and redeliver appropriate replacement Equipment or components sufficient to cure the defect prompting the rejection and otherwise fully functional in accordance with the requirements of this Agreement, within thirty (30) days of the applicable State Entity's notification of such rejection, the State Entity shall be entitled to, at its option: (a) rescind the applicable Solution Order as to the rejected Equipment; (b) accept the rejected Equipment or component at an equitable price reduction agreed by the parties; or (c) demand specific performance.

2.1.7 Cancellation of Solution Order for Convenience. A State Entity may cancel a Solution Order or any part thereof at any time without charge or cancellation fee. If State cancels any Solution Order, other than pursuant to Section 2.1.6, then the applicable State Entity will bear the cost of shipping any Equipment already delivered pursuant to such Solution Order back to location designated by Contractor (F.O.B. the State Site from which such rejected items will be dispatched). The remedy set forth in this Section 2.1.7 shall be Contractor's sole and exclusive remedy and State's entire liability for claims related to any such cancelled Solution Order. Where a Solution Order is terminated by a State Entity pursuant to this Section 2.1.7, State or the other State Entity, as applicable, shall pay to Contractor for the Equipment actually delivered and used by the applicable State Entity and the Services satisfactorily performed by Contractor, in each instance, prior to the date of such termination. If a State Entity has prepaid Contractor any amounts under a Solution Order terminated pursuant to this Section 2.1.7, Contractor will refund to the applicable State Entity that portion of such prepaid expense which is attributable to month(s) of and after the termination of the applicable Solution Order.

2.2 Documentation. Contractor shall deliver to State in such form as State shall request the number of copies requested by State of Documentation relating to the Solution and any updates thereto at no additional charge to State. State Entities may duplicate the Documentation provided that the State Entities reproduce the copyright that appears on such Documentation being duplicated. In no event will any provision of this Agreement, or any right or benefit of State or the other State Entities provided for under this Agreement, be reduced, limited or otherwise adversely affected (including through any increase in cost, charge or expense, including taxes) as a consequence of the terms of the Documentation.

2.3 Revisions: Upgraded Solution.

2.3.1 If Contractor makes any revision, modification, enhancement, improvement or otherwise updates the Software, any component thereof, or code used therein to include any patches, upgrades, updates, new versions, substitutions, replacements, and other modifications, improvements and enhancements, including through the introduction of new products that have comparable purpose and functionality as the Software used by the State Entities (collectively the "Revisions"), such Revisions will be made available to the State Entities, and, if approved by State, provided by Contractor, on a no-charge basis (with a corresponding credit for the amortized cost of the component being replaced by the accepted Revision) and will be deemed to be part of the Solution. Contractor shall keep State informed of any

potential Revisions being considered by Contractor, Revisions which may be necessary to keep the Solution relevant, and any developments in the industry or election practices generally that could adversely affect the Solution or render it obsolete including by: (i) meeting with State quarterly throughout the twenty-four (24) months immediately following the Effective Date and then twice in each of the successive twelve (12) month period remaining during the Term to discuss the same and (ii) providing State with a detailed comparison of the Solution currently in use by the State Entities as of the date of the Proposed Revisions as would exist after any proposed Revisions (the "Upgraded Solution"). The Upgraded Solution and the Revisions contained therein shall be subject to State's prior review and approval and State may conduct such testing and evaluations of the same as it determines to be necessary. If State declines to use the Revisions or the Upgraded Solution, Contractor will remain obligated to support the existing version of the Solution during the Term. For the avoidance of doubt, except as otherwise specified in Section 2.3.2, Contractor shall provide all Revisions occurring at any time during the Term at no additional cost to, and without increases to any existing fees payable hereunder by, any State Entity.

2.3.2 If a State Entity requests that Contractor make Revisions to the Software that are major in nature and are required because of a change to Applicable Laws of the State of Georgia governing elections as in effect as of the date of this Agreement (e.g. a change to a ranked-choice voting system) ("Major Revisions") such Major Revisions may be accompanied by additional or increased fees as mutually agreed upon by the parties in accordance with the Change Request procedure described in Section 5.4. Notwithstanding the foregoing, Contractor acknowledges and agrees that any Revisions or other changes to the Solution that are required due to changes in federal law, regulation, or standard shall not be accompanied by an increased fee.

2.3.3 Throughout the Term and subject to any restrictions on implementing changes or adding services under this Agreement, Contractor will seek to improve the quality, efficiency and effectiveness of the Solution to keep pace with technological advances and support State's evolving needs as related to election administration. Without limiting the generality of the foregoing, Contractor will: (a) identify and apply 'best practice' techniques and methodologies in performing and delivering the Solution and Services consistent with then-current industry standards and Contractor's normal course of business; (b) train Contractor Personnel in new techniques and technologies used generally within the industry; and (c) maintain the currency of the Contractor's tools, infrastructure, software and other resources. Notwithstanding anything contained herein to the contrary, Contractor shall not, without the prior written consent of State, (i) make any Revision or otherwise add to or alter the Solution or any component part thereof in any way that could remove Guaranteed Functionality or materially degrade Guaranteed Performance (or any portion thereof) or (ii) fail to make any Revisions necessary to ensure the Solution used by the State Entities remains current and at the forefront of voting technology throughout the Term, provided that such Revisions have been certified under the applicable provisions of the election laws and regulations of the State of Georgia, to the extent such certification is required.

2.4 Additional Requirements and Dependencies. Items or services which are included in or required for a Solution but not provided directly by Contractor must be identified as such in the Schedule for the corresponding Solution. Items or services which are required but are not available without further development or engineering must be identified as such in the Schedule for the corresponding Solution. If for any Solution Contractor sells or licenses to State Contractor's own or a Contractor Solution Partner's software, hardware, network communications, or interfaces, including project tools that Contractor regards as proprietary, Contractor will provide State, in addition to descriptions contained in a Schedule, a separate purchase order, contract, or license agreement describing the terms of such transaction. State will not be subject to extraneous royalties or other extended payment terms or usage restrictions of any kind arising from the purchase or license of such items unless shown in such purchase order, contract, or license agreement and unless such purchase order, contract, or license agreement is approved in writing by an authorized representative of State.

2.5 Within industry standards, State reserves the right to select the features, tools, accessories and companion applications to be used with the Solution to the extent reasonably necessary for the administration of elections. Contractor agrees to work with the other contractors who offer such products

and solutions. State reserves the right to approve system configuration, architecture, or functionality that affects the choice or use of the third-party products.

3. LICENSE AND AUTHORIZED USE.

3.1 Grant of License.

3.1.1 Grant of License. Except as provided elsewhere in this Agreement or an applicable Solution Order, Contractor hereby grants to State a non-exclusive, irrevocable (during the Term), and worldwide license for State and other State Entities to use, install, execute, store, and display the object version of all Contractor Licensed Programs in connection with State's use, operation, or support of the Solution and in accordance with all the terms and conditions of this Agreement. In addition, State, the other State Entities, and/or State Contractors, subject to the restrictions and processes set forth herein, shall be permitted, in connection with the use, operation, or support of the Solution, to: (a) use the Contractor Licensed Programs at any State Site; (b) make and use copies of the Contractor Licensed Programs at each State Site; (c) use the Contractor Licensed Programs for to fulfill the Mandatory Requirements including by providing access at all applicable State Sites to the Contractor Licensed Programs, other than by remote connection; and (d) use and/or copy of the Contractor Licensed Programs for the purpose of creating and using training materials relating to the Contractor Licensed Programs for internal purposes, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Contractor Licensed Programs.

3.1.2 License to Source Code Version. The License also includes the right to receive from Contractor and use the source code version of the Contractor Licensed Programs to the extent so provided in Section 3.1.4 and Section 3.2.

3.1.3 Deactivation at State's Request. From time to time, a State Entity may elect to uninstall one or more Contractor Licensed Programs for some period of time. If a State Entity elects to uninstall any Contractor Licensed Program such State Entity shall not be responsible for payment of any further fee applicable to such uninstalled Contractor Licensed Program(s). If a State Entity elects to reinstall any such Contractor Licensed Program(s) (i) the Extended Warranty applicable to such Contractor Licensed Program(s) will recommence as of the date such Contractor Licensed Program(s) is reinstalled and (ii) any such reinstallation by a State Entity will be at no cost to any State Entity other than as provided above.

3.1.4 Rights Upon Contractor Insolvency. All rights and licenses granted under or pursuant to this Agreement by Contractor to State and any State Entities are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code ("Bankruptcy Code"), licenses to rights to "intellectual property" as defined under the Bankruptcy Code. Contractor acknowledges that if it, as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, then State or a State Entity may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of any bankruptcy proceeding by or against Contractor under the Bankruptcy Code, State and each State Entity shall be entitled to retain all of such rights under this Agreement. Contractor agrees and acknowledges that enforcement by State or any State Entity of any rights under Section 365(n) of the Bankruptcy Code in connection with this Agreement shall not violate the automatic stay of Section 362 of the Bankruptcy Code and waives any right to object on such basis. Upon rejection of this Agreement by Contractor or the bankruptcy trustee in a bankruptcy case under the Bankruptcy Code and written request of State or a State Entity to Contractor or the bankruptcy trustee pursuant to Section 365(n) of the Bankruptcy Code, Contractor or such bankruptcy trustee shall: (a) provide State or such State Entity the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any Intellectual Property Rights otherwise required to be provided to State or such State Entity under this Agreement, or any agreement supplementary to this Agreement, held by Contractor or such bankruptcy trustee; and (b) not interfere with the rights of State or such State Entity provided in this Agreement or any other agreement supplementary to this Agreement, to the materials that are the subject of the rights and licenses described in this Section 3.1.4, and any Intellectual Property Rights provided under such agreements, including any

right to obtain the materials that are the subject of the rights and licenses described in this Section 3.1.4 and any such Intellectual Property Rights from another party.

3.2 Delivery and Use of Source Code. No later than thirty calendar days from State of Georgia certification, Contractor shall, at its sole expense, (i) place in escrow with NCC Group, Inc., a Virginia corporation (the "Escrow Agent"), pursuant to the NCC Group Sourceone Escrow Agreement (Agreement# 46286) by and between Escrow Agent and Contractor dated November 4, 2010 (the "Escrow Agreement"), a copy of the Source Code incorporated within the Solution provided to the State Entities under this Agreement and (ii) cause the State to be enrolled as a "Licensee" under the Escrow Agreement. Delivery of such Contractor Licensed Programs under this Agreement will be deemed to include and require delivery of a copy of the Source Code to the Escrow Agent under the Escrow Agreement, together with any updates thereto. State shall be entitled to receive a copy of such Source Code and to use such Source Code to support and maintain the State Entities' authorized use of the Contractor Licensed Programs, upon the occurrence of a "Release Event" set forth in the Escrow Agreement. If Contractor makes any update to any escrowed Contractor Licensed Program, Contractor shall furnish the Escrow Agent with a corrected or revised copy of the Source Code for such Contractor Licensed Program within the timeframe required by Section 1.2 of the Escrow Agreement.

3.3 Third Party Source Code. Contractor shall identify to State in writing prior to the Effective Date and from time to time thereafter as often as required, any source code for Third Party Licensed Programs that Contractor is not authorized to deliver as part of the Source Code hereunder and for all such source code.

4. Services.

4.1 Configuration Services.

4.1.1 State Solution and Functional Requirements. Contractor acknowledges that State has relied, and will rely on, Contractor's experience and expertise in installing, implementing, and servicing the Solution purchased under this Agreement. The Solution will, when installed and implemented, meet State's technology and business requirements including all Functional Requirements. For purposes of this Agreement "Functional Requirements" means the technical requirements of State including, where applicable: (a) an identification of all software applications to be run on such Solution (including Licensed Programs provided by Contractor under this Agreement) (collectively, the "Designated Licensed Programs"); (b) any performance requirements of the Solution, as applicable (the "Performance Requirements"); (c) the anticipated number of users of the Solution and/or Designated Licensed Programs; and (d) details relating to any State systems with which the Solution and Designated Licensed Programs are to interface. Any Functional Requirements described in the Installation Plan, Solution Order, or Services Order shall be incorporated herein.

4.1.2 Contractor System Proposal. If State provides Contractor with Functional Requirements, Contractor shall, at no additional cost to State, analyze such Functional Requirements to determine the minimal amount and type of Solution that Contractor believes State needs to purchase in order to meet the Functional Requirements. Within ten (10) business days of its receipt of the Functional Requirements, Contractor shall deliver to State a written proposal (each a "Contractor System Proposal") which shall thereupon become part of the Guaranteed Functionality and be attached to the applicable Solution Order. The Contractor System Proposal shall detail at a minimum (as applicable): (a) the Solution components required to meet the applicable Functional Requirements; (b) the minimal operating system, network, and third-party software necessary to run the Designated Licensed Programs in conformity with the Functional Requirements; and (c) the estimated cost for such Solution determined in accordance with this Agreement. Nothing contained in the Contractor System Proposal shall obligate State to purchase any Solution or portion thereof.

4.1.3 Attachments to Solution. Subject to the other terms of this Section, in the event State provides Contractor with Functional Requirements for a certain Solution (and obtains confirmation of approval thereof as required below), State shall be entitled to install any attachment, feature, or device to, or install any Licensed Programs, on such Solution without affecting Contractor's representations and

warranties hereunder, if within a reasonable period of time not to exceed thirty (30) business days after receipt from State of notice of its intent to do so (such notice to be addressed to the Contractor Relationship Manager and delivered via return receipt mail), Contractor provides written notice to State either confirming compatibility with the Solution of the such items or stating reasonable grounds upon which it concludes such attachment, feature, device, modification, change, enhancement, upgrade, or addition will adversely affect its obligations, including any warranty or representation hereunder. Contractor shall use reasonable efforts to respond to any such request. Any request for such confirmation from State as provided under this Section that is not responded to by Contractor shall be deemed an acceptance by Contractor of the compatibility of such items with the Solution. If after receipt of the Contractor notice advising State of Contractor's conclusion that such attachments, features, or devices will adversely affect its obligations State employs such attachment, feature, device, modification, change, enhancement, upgrade, or addition, Contractor shall not be liable for those representations and warranties that it notified State it reasonably concluded would be adversely affected as identified in the detailed notice.

4.2 Extended Warranty. Contractor shall provide from the Effective Date until December 31, 2021 and thereafter for so long as requested by each State Entity, a "total care solution" for the Solution, which, in addition to basic commitments contained in this Agreement, will include service guarantees sufficient to keep the Solution in good operating order in accordance with the Mandatory Requirements at all times (the "Extended Warranty"). The Extended Warranty will include all Maintenance Services, telephone and online support, installation assistance, troubleshooting, "break-and-fix," replacement or repair of Equipment and components. Contractor will, at its own expense, upon receipt of written notice from a State Entity of an Extended Warranty claim make all adjustments and modifications necessary to cure any defect or nonconformity affecting the Solution such that it is fully functional in conformity with the specifications and requirement set forth herein. Contractor shall immediately commence correction of all Extended Warranty claims made pursuant to this Section 4.2. For the avoidance of doubt, the parties acknowledge and agree that no fees, charge, or other costs associated with maintenance, repair, modification, adjustment, replacement, or other remediation of the Solution will be owed by any State Entity in connection with the Extended Warranty. The Extended Warranty shall be "all inclusive." If the parties agree that State or any of its personnel shall perform any services relating to an Extended Warranty claim on behalf of Contractor, State shall receive a credit against the next Milestone Payment to the extent of the services so performed by State. Notwithstanding the administration of any services by a State Entity on behalf of Contractor in connection with the maintenance or support of the Solution, Contractor shall at all times be responsible the integrity and quality of all Services and the Solution. Without limiting the foregoing, the following conditions apply to the Extended Warranty:

4.2.1 State Entity shall bear the shipping costs to return the malfunctioning item of Hardware to Contractor, and Contractor shall bear the costs for ground shipping the repaired or replaced item of hardware to State Entity. Shipping costs are based on ground service rates. If faster shipping service is required, the shipping cost shall be at the State Entity's expense.

4.2.2 Repairs will be conducted and parts replaced at the Contractor repair depot, followed by an inspection.

4.2.3 The following services are among those not covered by this Warranty, but will be made available to the State Entities at Contractor's time and material rates specified on the Fee Schedule:

(a) Replacement of the following consumable items required for operation of the Equipment: batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices and disks;

(b) Replacement of Equipment that has been irreparably damaged by abuse by acts of the State or its employees;

(c) Replacement of Equipment that is lost due to theft;

(d) Repair or replacement of hardware damaged by of accident, disaster, theft, vandalism, neglect, or abuse;

(e) Repair or replacement of hardware Equipment that has modified by any Person other than those expressly authorized in writing by Contractor; and

(f) Repair or replacement of Equipment from which the serial numbers have been removed.

4.3 **Training Services.** Contractor shall provide training services ("Training Services"), for the fees set forth in the Solution Order, on such dates and locations mutually agreed upon, and shall make available any additional training requested by State which will be for the fees set forth in an additional Services Order Attachment (defined below). In addition and at no cost to State, upon request by State, Contractor shall (a) prior to the date of the Presidential Preference Primary provide (March 24, 2020) up to ten (10) business days (consecutive but for intervening weekend) of training to up to four (4) State designated personnel covering basic level 1 support issues relating to the maintenance of such initial Solution, and (b) up to three (3) business days (consecutive) of training for to up to four (4) State designated personnel on similar issues during each subsequent period. All such training shall occur at the Contractor designated Contractor location within Georgia, and State shall be responsible for all travel, living and other out-of-pocket expenses incurred by such State designated personnel to attend such training. State shall have the right, at its expense, to copy and distribute any and all training materials within State and its other State Entities, and to distribute such materials to train its personnel in the use of the Solution without additional charge by Contractor, provided all proprietary notices of Contractor are duplicated and no modifications to such materials are made without Contractor's prior written consent. Contractor represents that the Training Services described in the Training Plan attached to the Solution Order as Attachment 6 are designed to enable State personnel to productively use and operate the Solution. All Training Services shall be conducted by qualified instructors.

4.4 **Other Services.** In the event State wishes Contractor to provide software development or software customization, and/or consulting services, such Services shall be provided pursuant to written Services Orders detailing the Services to be performed. Each such Services Order shall have attached to and incorporated into it all delivery, Milestone Schedules, Specifications, Performance Levels (or other Service Level Agreements), disaster recovery plans or other mutually agreed project requirements or documents related to the Services to be provided (each a "Services Order Attachment"). All Services Orders and Services Order Attachments shall be mutually agreed by the parties and executed by their authorized representatives but shall take substantially the form contained in Exhibit C to this Agreement. All Services Orders require a validly issued State purchase order. Notwithstanding anything contained in this Agreement to the contrary, all Services ordered by a State Entity, and provided by Contractor, pursuant to a Services Order shall be included with the annual License Fee set forth on the Fee Schedule payable by the State Entities, except where such Services are required because of a Major Revision, in which case additional fees may be agreed upon by State and the Contractor in accordance with Section 2.3.2.

5. **CHANGE CONTROL.**

5.1 **No Deviation.** Contractor shall not deviate from the terms and conditions of a Solution Order or Services Order by substitution, deletion, or additions to the Solution, Services or other Deliverables without prior written approval or consent to waiver signed by a duly authorized representative of State or the applicable State Entity. Either party may request or recommend changes by following the change control procedures set forth in this Section 5.

5.2 **Change Order.** Either party may request or recommend changes to the Solution, Services or the scope or nature of Deliverables being developed, by having its Project Manager provide the other party with a written request or recommendation for changes in writing, signed by such requesting party (each a "Change Request"). The party receiving the Change Request shall provide a written response to the Change Request, signed by such receiving party, on the same form (a "Change Response") in the manner specified below. Each Change Request and associated Change Response (if any) expressly accepted by the non-requesting party as evidenced by its signature on the applicable Change Control Form shall be deemed a "Change Order," unless the non-requesting party has proposed changes to the original Change Request from the requesting party that require the non-requesting party's acceptance by execution of the revised Change Request, which, upon execution by the initially requesting party without change, shall be

deemed a "Change Order." Change Requests, Change Responses and all resulting Change Orders shall be in the form attached to this Agreement as Exhibit E (the "Change Control Form"). Any Change Request that is not responded to by the receiving party shall be deemed rejected. Any Change Request not responded to by the non-requesting party as provided below shall be deemed rejected.

5.3 Contractor Requested Change. If the Change Request is submitted by Contractor to State, the Change Request shall, to the extent known at the time of the request, indicate schedule changes and any other items Contractor believes the Change Request is likely to impact (each an "Impact Analysis"). If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined at the time of the request, Contractor shall so indicate on the applicable Change Control Form, including a detailed explanation of the basis of such inability of Contractor to so determine. State shall indicate its acceptance or rejection of the Change Request and/or provide a counter-proposal to the Impact Analysis stated thereon via a Change Response. In no event shall any Contractor-submitted Change Request include any additional charges or purport to increase any of the fees set forth on the Fee Schedule payable by a State Entity hereunder. A Contractor submitted Change Request shall not become a Change Order unless such Change Request (and its related Impact Analysis) are expressly accepted by State as evidenced by its signature on the applicable Change Control Form.

5.4 State Requested Change. If the Change Request is submitted by State to Contractor, then Contractor shall provide an initial response to the Change Request within three (3) business days of the receipt of the Change Request or such other time specified by State that is reasonable and appropriate to the scope of such requested change. Contractor shall provide in its initial Change Response a detailed Impact Analysis, or a date by which such detailed Impact Analysis will be provided in a later Change Response. If a complete and final Impact Analysis cannot be specified, or if aspects of the Impact Analysis cannot be determined, at the time of the Change Response, Contractor shall so indicate in its Change Response, including a detailed explanation of the basis of such inability of Contractor to so determine. In no event shall any State-submitted Change Response become a Change Order unless such Change Response (and its related Impact Analysis) are expressly accepted by Contractor as evidenced by its signature on the applicable Change Control Form.

5.5 Limits on Discretion. Notwithstanding any contrary term in this Section, Contractor may not decline to accept any Change Request that: (a) State reasonably believes would reduce the cost of performance, provided that an equitable adjustment in compensation is made for the reasonable out-of-pocket costs of any performance or preparation already undertaken for the original, pre-change Solution, Services, or other Deliverables; or (b) increases Contractor's internal cost or magnitude of required performance, provided that the requested changes are reasonable in scope and the parties agree upon a commensurate increase in compensation to the extent otherwise permitted by this Agreement.

5.6 Status of Change Orders. Each Change Order shall become a part of the Solution Order or Services Order to which it relates as if initially entered into as part of that Services Order, and, together with such Solution Order or Services Order, shall be governed by this Agreement. The parties may mutually agree to supersede, modify, or amend these change control procedures in writing under a Solution Order or Services Order, provided they make express reference to this Section or portion thereof being superseded, modified or amended. If there are conflicts between (or ambiguities within) any Solution Order or Services Order and a subsequent Change Order proposing the delivery of specific Solution, Services, or other Deliverables, the Change Order shall control. If there are conflicts between Change Orders, the most recent Change Order shall control.

6. PERSONNEL.

6.1 Relationship Manager. Contractor shall appoint a qualified member of its staff to act as a dedicated manager of Contractor's relationship with State (the "Contractor Relationship Manager"), whose duties shall be to act as primary liaison between Contractor and State for all matters relating to Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Contractor and all Contractor Solution

Partners under this Agreement; (b) have direct access to the key decision makers of Contractor and all Contractor Solution Partners; and (c) be able to call upon the experience, expertise and resources of Contractor and each Contractor Solution Partner as needed to properly, efficiently and timely perform their duties under this Agreement. The Contractor Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Solution Order or Services Order. State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Contractor in carrying out an efficient delivery of Services ("State Relationship Managers"). Both parties shall notify the other party of a change in the identity of their respective Relationship Managers.

6.2 Contractor Personnel. The individuals who perform Services, whether employees or independent contractors of Contractor (or of a Contractor Solution Partner) are hereinafter referred to as "Contractor Personnel" and at all times meet the requirements set forth below. If Services are to be performed outside of the United States all Contractor Personnel shall meet these requirements to the maximum extent applicable, and shall further meet, to the maximum extent applicable, equivalent requirements under local law. The Contractor Personnel assignment requirements are as follows:

(a) Unless specifically agreed otherwise by State in each instance, Contractor shall only assign as Contractor Personnel employees of Contractor and those limited non-employees of Contractor who qualify as "independent contractors" or "temp employees" by meeting the following respective criteria: (i) they are consultants who provide services to Contractor or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as "1099" relationships, or (ii) they are individuals who provide services to Contractor or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Contractor and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities, to written duties of confidentiality and obligations to protect State's Intellectual Property Rights that are at least as protective of State as those contained in this Agreement;

(b) Prior to assigning any individual to perform the Services in the United States (which may have been completed at the time of hire), Contractor shall perform a background check, such check shall include the (i) United States Department of Motor Vehicles; (ii) credit check; (iii) national criminal check; (iv) government excluded parties list; (v) the United States Department of Health excluded parties list; (vi) (vi) a determination that the individual's employment complies with relevant immigration law; and (vii) Contractor shall obtain finger prints for all Contractor Personnel reasonably expected to have access to Confidential Information of any State Entity in connection with such individuals performance of Services hereunder. All information obtained by Contractor pursuant to this Section shall remain in Contractor's possession and Contractor shall not be obligated to disclose such information to State; and

(c) Contractor shall not assign any person to perform Services who (i) refuses to submit to such checks; (ii) has in the last seven (7) years been convicted of a financial-related crime or a felony (excluding motor vehicle-related offenses); (iii) does not meet the requirements under immigration law to be employed. Contractor shall not be responsible for information not disclosed pursuant to the foregoing background check requirements.

6.3 State Review and Acceptance. If any Contractor Personnel performing Services is found to be unacceptable to State for cause, including demonstration that he or she is not qualified to perform the Services assigned, State shall notify Contractor of such fact and Contractor shall immediately remove said Contractor Personnel and, if requested by State, provide a qualified replacement. If any Contractor Personnel is found to be unacceptable to State for any other reason, State shall notify Contractor of such fact in writing, and Contractor shall promptly take reasonable and appropriate action.

6.4 Project Managers. Contractor shall designate a project manager ("Project Manager") who shall be principally responsible for owning and ensuring timely delivery of the Solution or provision of the Services, as applicable.

6.5 Continuity. If Contractor reassigns any Contractor Personnel, Contractor shall promptly provide a qualified replacement acceptable to State, and State shall not be charged for any training or transition time

for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Solution Order or Services Order may be dependent on such continuity, certain individual Contractor Personnel may be identified in a Solution Order or Services Order as key personnel ("Key Personnel"). Except as directed by State under Section 6.3 or for the reasons provided in this Section 6.5, Contractor shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Solution Order or Services Order without State's prior written consent, such consent not to be unreasonably withheld. Contractor shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in Applicable Law, (e) changes in immigration status not caused by the negligence of Contractor or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to reasonably accommodate the circumstances of the adversely affected Contractor Personnel.

6.6 Resource Prioritization. If there is any conflict in the resource demands between State and the other State Entities (or among the other State Entities), Contractor shall escalate such conflict to the Contractor Relationship Manager and State Relationship Manager immediately upon becoming aware of its existence, and the respective Relationship Managers shall work with the applicable Project Managers to determine appropriate prioritization and allocation of Contractor Personnel.

6.7 Subcontractors: Ineligible Status. The unique abilities, knowledge, and skills of Contractor and Contractor Personnel constitute a material inducement for State entering into this Agreement. Contractor agrees that it shall not employ any agent or subcontractor in connection with the performance of any Services without the prior written consent of State, which consent may not be unreasonably withheld. If State does consent, Contractor shall provide State with written evidence (acceptable to State) of said agent's or subcontractor's compliance with the confidentiality and intellectual property provisions of this Agreement prior to the disclosure of any State Confidential Information to, or the performance by, any such agent or subcontractor in connection with or pursuant to this Agreement. 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 State if Contractor is debarred by State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor's use of any subcontractors does not relieve Contractor of its representations, warranties or obligations under this Agreement. Without limiting the foregoing, Contractor will: (i) be responsible and liable for the acts and omissions of each of its subcontractors (including Contractor Personnel and Contractor Solution Partners) to the same extent as if such acts or omissions were by Contractor or its employees; and (ii) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor in connection with this Agreement, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

6.8 Site Visits. Upon the giving of at least five (5) business days' notice to Contractor, State Entity personnel shall have the right to visit the offices of Contractor and/or the Contractor Solution Partners in order to observe the performance of any Services at the sole cost of the applicable State Entity. The State Entities shall cooperate with Contractor to ensure that such site visits do not unreasonably interfere with Contractor's normal business operations.

6.9 Timely and Quality Performance. The Contractor Personnel shall perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable Solution Order or Services Order, if any. At all times during the Term Contractor shall retain sufficient number of Contractor Personnel, with the required skills, to meet the ongoing needs of State and ensure that Contractor achieves the timely implementation of the Solution, including the Guaranteed Functionality and Guaranteed Performance. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and Deliverables, and the required periodic reporting of the status of all Services and Deliverables to State. In response to any feedback or

performance assessment provided by State to Contractor Personnel, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

7. COMPLIANCE.

7.1 **State Policies and Directives.** Contractor shall ensure that all Contractor Personnel, while at a State Site, will abide by all reasonable policies and directives issued by State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and procedures as may be established by State from time to time, provided such policies or directives are published (or otherwise made known) to Contractor prior to such visit and are limited to administrative and security-based issues. Accordingly, Contractor hereby agrees that prior to sending any Contractor Personnel to work at any State facility, Contractor will provide such Contractor Personnel with a copy of all written State policies and procedures provided by State to Contractor and will have Contractor Personnel review and acknowledge same. In addition, Contractor will cause all Contractor Personnel to comply, when at a State Site, with such standard safety policies applicable to such site and such additional policies as State may, from time to time, communicate to Contractor or Contractor Personnel.

7.2 **Cyber Security Audits and Reporting.**

7.2.1 Contractor has an established information security program containing appropriate administrative, technical and physical measures to prevent data (including Regulated Information (as defined in Section 11.5 below) that Contractor may have access to or be processed by the Solution) against accidental, unauthorized, or unlawful loss, destruction, alteration, disclosure or access consistent with applicable laws. Contractor, on at least an annual basis, shall, at Contractor's expense, participate in a risk assessment relating to Contractor's controls that ensure data security and reduce cybersecurity threats from being realized conducted by an independent third-party agreed upon by State. During the Term Contractor will promptly provide to State a summary of each such assessment that is performed by or on behalf of Contractor, which summary may be redacted to exclude information unrelated to the Solution or Services provided under this Agreement. More specifically, Contractor or its auditor will provide to State at least one (1) hard copy and one (1) electronic copy of the summary from each such assessment at no charge. Contractor, at its own expense, will undertake such actions, and implement such changes, as reasonably necessary to remedy any material deficiencies, concerns or recommendations identified through any audits, examinations, or tests described in this Section 7.2.1 and ensure Contractor's continued compliance with Contractor's obligations as relate data security under this Agreement.

7.2.2 Contractor further agrees that it shall:

(a) Provide the State Entity with the name and contact information for the Contractor's primary information security contact.

(b) Notify the State Entity's primary security contact of an actual or security breach or the suspicion of the occurrence of a security breach (hereinafter a "Breach Incident") as soon as practical but no later than forty-eight hours after Contractor becomes aware of a Breach Incident by contacting the primary business and security contact at the State Entity by both telephone and email as agreed upon.

(c) Upon the State Entity's written request and no less than 10 business days following such written request, Contractor shall permit State Entity's information security office to conduct or oversee an audit of the Contractors facilities and/or practices to confirm compliance with this Agreement as well as any applicable laws. Contractor is not required to permit the State Entity to conduct or oversee more than one audit per calendar year unless the process, technology, or services change prior to the next audit or there has been a Breach Incident. All costs associated with such audits shall be the responsibility of the State Entity.

(d) At any time during the term of this Agreement at the State Entity's written request, or upon termination or the expiration of this Agreement for any reason, Contractor shall instruct all authorized persons to promptly and securely return or destroy any and all State Entity data, whether in written, electronic, or other form of media.

7.3 Applicable Law – Contractor. Contractor shall obey and abide by all Applicable Laws, regulations, ordinances and other rules of the United States of America, and any other jurisdiction where Services are, or may likely be, performed in connection with this Agreement (including respective states, territories or subdivisions thereof or any other duly constituted public authority in any such jurisdiction). Without limiting the generality of the foregoing:

7.3.1 Contractor will ensure that no labor will be used in the performance of this Agreement that violates the child labor laws of any country in which State or any State Entity is located or any country in which Contractor is located or performs Services hereunder. If State believes that Contractor is using such labor, then State may immediately terminate this Agreement in which event State shall have no liability whatsoever to pay compensation to Contractor, including for Services already performed.

7.3.2 Contractor represents and warrants that: (i) Contractor, Contractor Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Contractor Personnel), and all of their agents and business partners (collectively, "Contractor Parties") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "Transfer Control Laws"); (ii) Contractor Parties are not, and never have been, named as a "debarred" party, "denied person or entity", "embargoed entity" or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iii) Contractor will immediately notify State in the event that any of the Contractor Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Contractor Parties will comply with all applicable Transfer Control Laws.

7.3.3 Contractor acknowledges and understands that improper use of material non-public information may be a violation of the law, including the laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of this Agreement.

7.3.4 The Contractor Parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

7.3.5 Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.

7.3.6 The Contractor Parties shall comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement. The Contractor Parties shall also comply with all policies and standards of the State Entities in effect during the performance of this Agreement, 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 Agreement.

7.3.7 Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with all Applicable Laws, rules, or regulations. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Agreement by the Contractor.

7.3.8 Contractor hereby certifies as follows:

(a) 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 Agreement.

(b) 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 Agreement.

(c) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement 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 Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

7.3.9 Contractor may be suspended, terminated, or debarred if it is determined that any of Contractor's certifications in Section 7.3.8 is false or Contractor has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

7.4 Permits and Licenses. Contractor acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Contractor's performance, and the performance of all Contractor Solution Partners, under this Agreement, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Contractor Personnel in advance of their assignment in connection with Services. Contractor will obtain, at Contractor's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

8. PERFORMANCE STANDARDS, MONITORING AND MEASUREMENT.

8.1 Performance Levels. Contractor shall provide the Solution and perform the Services with promptness and diligence, and in all events by the times specified therefor in the applicable project documentation, Solutions Order, or Services Order as applicable. Contractor shall be responsible for the management of all Contractor Personnel in the performance of Services, the integrity and quality of all Services and all applications and Deliverables, and the required periodic reporting of the status of all Services and such applications and Deliverables to State. In fulfilling its obligations under this Agreement, Contractor shall perform, and shall cause each Contractor Solution Partner to perform, all Services and all Deliverables to perform, in accordance with the response, resolution, and other support standards and timelines and such other systems availability and processing requirements as are set forth in the applicable Services Order (the "Performance Levels"). If State management, including the State Relationship Manager or Project Manager, provides feedback or performance assessments that identify areas requiring Contractor improvements, Contractor shall provide State written acknowledgement within three (3) business days of receipt of the assessment and a comprehensive response, including a formal mitigation action plan, within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Contractor improvement.

8.2 Non-Conformance.

8.2.1 **Generally.** If Contractor or any Contractor Solution Partner fails to meet any Performance Level or fails to perform its other obligations hereunder, Contractor shall immediately: (a) investigate and report to State on the causes of the failure; (b) prepare an action plan for State's approval to correct the failure; (c) advise State, as and to the extent requested by State, of the status of remedial efforts being undertaken with respect to such failure; (d) correct the failure and begin meeting the Performance Levels; and (e) take appropriate preventive measures so that the failure does not recur. In addition, failures to meet a Performance Level shall entitle State to receive liquidated damages and/or credits (as applicable) from Contractor, as provided in the applicable Services Order.

8.2.2 **Reserved.**

8.3 **Measurement Tools.** Contractor shall utilize, and shall cause the Contractor Solution Partners to utilize, the necessary measurement and monitoring tools and procedures required to measure and report its performance against all Performance Levels. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Performance Levels. Contractor shall provide State with information and access to such tools and procedures, upon request, for purposes of verification. State also shall monitor and measure certain Performance Levels, and any discrepancy between Contractor and State measurements of the Performance Levels shall be resolved by reference to State's measurement and monitoring tools and procedures.

8.4 **Proactive Monitoring.** Contractor acknowledges and agrees that the performance of Services in accordance with this Agreement is critical to State's business and that State requires metrics to monitor such performance. Accordingly, at no cost to State, Contractor shall, and, if requested by State shall cause each Contractor Solution Partner to: (a) provide to State, on a quarterly basis, data (or metrics) regarding its progress in improving the quality and productivity of Contractor Personnel providing services pursuant to or in connection with this Agreement, including data on the number of Contractor Personnel, average experience, and turnover (on a project basis); (b) provide to State, on a quarterly basis, data on each project covering such matters as productivity, quality and timeliness, new development productivity measures (function points per person/day, error rates per function point, etc.) and maintenance project measures (requests serviced weekly etc.); and (c) provide to State a log reflecting State open issues that is to be updated on a monthly basis. In addition to the periodic delivery described above, Contractor agrees to provide State with the foregoing information within fifteen (15) days of a request made by State for the same.

8.5 **Coding Standards.** If Contractor or a Contractor Solution Partner will be performing development, programming or other coding services under a Services Order and the Deliverables thereunder will be owned exclusively by State (pursuant to Section 12 below), Contractor or the applicable Contractor Solution Partner shall, with respect to such Services Order, be responsible for such specific coding and naming standards and conventions as may be provided by State in connection with certain of its and/or its third-party licensors' requirements, as well as such quality performance and productivity provisions and documentation requirements, if any, set forth in the applicable Services Order. Contractor shall, in addition, be responsible for imposing the applicable quality assurance requirements on Contractor Personnel. State shall have the right to conduct quality audits and to perform or witness inspections or tests of the Deliverables furnished hereunder at Contractor's facility, at sole cost of State, at any time during development and prior to delivery. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

8.6 **Quality Assurance.** State may, at its option, employ consultants, including quality assurance consultants, for periodic review of any work or project, including evaluation of Change Orders and monitoring of compliance with Service Level Agreements and Performance Levels. References to State in this Agreement shall include such consultant to the extent State so indicates for that purpose. If so requested by State, State shall have the right to receive and review quality assurance reports produced by Contractor. Contractor shall accommodate reasonable State requests to expand or modify Contractor's quality assurance procedures for Projects in progress.

8.7 **Material Defects.** Contractor shall give State prompt notice if Contractor becomes aware of a material defect in any Deliverables or the performance of any Services or any issue that may affect Contractor's ability to implement the Solution, including all Guaranteed Functionality and Guaranteed Performance, in accordance with the timeline required by this Agreement.

9. DELIVERY AND ACCEPTANCE.

Each delivery and implementation of the Solution and Services or any additional applications at a State Site shall be subject to acceptance by State in accordance with acceptance testing procedures, as provided in the Solutions Order. An "Acceptance Testing Plan" for the Solution and Services shall be prepared by Contractor and submitted to State prior to execution of this Agreement, which agreement, as approved by State shall be incorporated into this Agreement. The Acceptance Testing Plan shall be based on full implementation of the Solution and Services and shall include testing procedures sufficient to demonstrate that (a) all functionality has been provided and performs in the applicable State Entity's environment, in all material respects, in accordance with the Guaranteed Functionality; (b) the applications and deliverables meet the warranty requirements specified in this Agreement and the applicable Solution Order; (c) the applications and Deliverables will perform at acceptable levels required to support State's implementation of the SVS and the operation of general and primary elections using such SVS; and (d) the applications and Deliverables will successfully complete an "election voting and processing" simulation. Testing procedures will include testing before, at, and after "go-live" as appropriate before the Solution "goes-live", but the testing will continue after "go-live" as appropriate to verify that the applications and services meet applicable requirements in a full production mode. State representatives will have the right to be present during the Acceptance Test and review all test results. When the applications and Deliverables meet the requirements of the Acceptance Test, State will provide a written sign-off that Acceptance has occurred. If the applications and Deliverables fail to meet all material requirements of the Acceptance Test, Contractor will, at its sole expense, correct the deficiencies and the Acceptance Test will then be repeated. Acceptance will not relieve Contractor of responsibility for its warranties, support and maintenance obligations, or achieving the Performance Levels.

10. CHARGES, PAYMENT, AND TAXES.

10.1 **Payments.** As further provided in Contractor's fee proposal delivered by Contractor, accepted by State prior to execution of this Agreement, and attached hereto as Exhibit G (the "Fee Schedule"), and subject to the other terms and conditions of this Agreement, in consideration of Contractor's agreement to provide the Solution to State, deliver necessary documentation, train State Personnel, and render related services in accordance with this Agreement, Contractor shall be entitled to be paid as follows (each a "Milestone Payment" unless otherwise noted):

- 10.1.1 \$44,967,752.40 on the Effective Date, inclusive of initial implementation/training and initial Equipment costs.
- 10.1.2 \$1,500,000.00 for training and implementation upon Certification of the November 2019 Election.
- 10.1.3 \$4,386,020.40 for remaining costs for training and implementation upon Certification of the March 2020 Presidential Preference Primary Election.
- 10.1.4 \$1,500,000.00 for final training and implementation and hold back upon Certification of the November 2020 Election.
- 10.1.5 \$834,673.35 upon Final Acceptance of election management system hardware and software to the State.
- 10.1.6 \$816,768.00 upon Final Acceptance of ImageCast Precinct scanners (without ballot box) and ImageCast Central scanners hardware and software for absentee/mail ballot voting.

10.1.7 The following items will be invoiced on a monthly basis upon unit Final Acceptance by the State:

- (a) Electronic Pollbook hardware and software at a \$708.93/unit for a total cost of \$5,671,440.00.
- (b) ImageCast Precinct scanners hardware and software at \$2,330.36/unit for a total cost of \$8,156,260.00.
- (c) ImageCast X BMD hardware and software at the remaining unit cost* of \$753.53 for a total cost of \$22,102,676.50.

* Remaining Cost reflects an overall reduction resulting from the initial milestone payment equaling \$44,967,752.40 for initial implementation and ImageCast X BMD costs.

10.1.8 Equipment Charges. The price for the Equipment ordered by a State Entity, as contemplated by the Fee Schedule, shall be set out in each applicable Solution Order (the "Equipment Charges"). Contractor shall deliver an invoice for the relevant Equipment Charges to the applicable State Entity in accordance with the following: (a) fifty percent (50%) of the Equipment Charges following State's completion of initial Acceptance Testing and (b) the remaining fifty percent (50%) of the Equipment charged upon the applicable State Entity's confirmation that testing of the same has been satisfactorily completed at the State Site at which such Solution is to be implemented and administered as designated by the applicable State Entity. Notwithstanding anything contained herein to the contrary the parties acknowledge and agree (i) that purchases of new models of Equipment released by Contractor shall be made available to the State Entities at the same price as the Equipment purchased as part of the Solution Order dated as of even date herewith, provided, if the State Entities shall not be obligated to upgrade to such new models and if any State Entities do not elect to purchase such new models, Contractor shall continue to support the version of the Equipment then in use by the State Entities, including ensuring that such Equipment is supported by the Software.

10.1.9 T&M Rates. Except as otherwise set forth in the Fee Schedule, this Agreement does not contemplate, and Contractor shall not be entitled to, payment for any of its work, overhead, or expenses on a time and materials basis.

10.2 Events Affecting Critical Milestones - Liquidated Damages. By entering into this Agreement, Contractor acknowledges and agrees that in the event that State determines in good faith that Contractor has not met a Critical Milestone by the applicable Milestone Deadline, the State will suffer actual damages that will be impractical or extremely difficult to determine and the State shall be entitled to recover agreed upon liquidated damages in an amount equal to \$1,000 for each calendar day after the applicable Milestone Deadline until the Critical Milestone in question has been satisfactorily completed by Contractor. Contractor further acknowledges and agrees that the amounts to which State may become entitled under this Section 10.1 are not penalties but a fair and reasonable estimate of the anticipated harm that may be caused to the State Entities by delays that result in Contractor failing to meet the Milestone Deadlines for Critical Milestones provided that such liquidated damages be deemed to be constitute State's sole remedy, exclusive or otherwise, for any damages caused by such a failure and shall be in addition to any other monetary and non-monetary remedies available to State under this Agreement, at law or in equity. Notwithstanding anything contained in this Agreement to the contrary, in the event that the State becomes entitled to any amount under this Section 10.1, State may, in its sole discretion, set off the sum owed it against any sum owed to Contractor under this Agreement or any other contract between the State and Contractor.

10.3 Invoices. Contractor shall submit invoices to the applicable State Entity (a) thirty (30) days prior to the anticipated completion of the applicable Installation Event to which a Milestone Payment relates; and (b) with respect to Equipment Charges, in accordance with Section 10.1.8. The applicable State Entity shall pay all undisputed correct invoices, which are timely submitted to it, within thirty (30) days of receipt.

10.4 **Disputed Charges.** In the event State reasonably believes that any invoice submitted by Contractor contains any discrepancies or errors, State shall notify Contractor of such discrepancy(ies) or error(s). The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of State's notification of dispute, Contractor will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Contractor has investigated such dispute and that Contractor considers the amounts due and payable and no longer in dispute. State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and State withholding payment of disputed charges as permitted under this Agreement will not permit Contractor to suspend or cease performance of the Services and Contractor shall continue to provide such Services.

10.5 **Currency; Settlement Method.** State shall settle payments with Contractor by wire transfer or such other payment method as mutually agreed by the parties.

10.6 **State Status as Most Favored Customer.** During the Term, Contractor shall offer to State and the other State Entities the Solution and any other Services which Contractor offers on a general basis to its other customers, at prices at least as favorable as Contractor offers or provides to any Person that orders similar products and quantities as ordered by State pursuant to Solution Order No. 1. In comparing the prices offered by Contractor to other customers with the prices offered to State under this Agreement the fees paid by State hereunder for the applicable Solution shall be reduced by an appropriate amount to compensate for any installation, training, migration and other services provided by Contractor hereunder at no charge and to account for any credits provided by Contractor to State hereunder. The Contractor shall give prompt written notice to the State of each such instance in which more favorable fees as described above are extended to another State. On each anniversary of the Effective Date and at such other time as the State may request (based on the State's reasonable belief that the Contractor has an obligation under this Section), the Contractor shall deliver to the State a certificate duly executed by an appropriate executive of the Contractor, certifying that, as of the date of such certificate, and at all times since the date of the last certification pursuant to this Section (or since the Effective Date if there has been no prior certification), stating that the Contractor is and has been in compliance with this Section. If the Parties are unable to agree as to the Contractor's compliance with the requirements of this Section or, as to the appropriate means to effectuate this Section, then such issue shall be determined pursuant to Section 17.5.

10.7 **No Other Charges; Expenses.** Contractor acknowledges and agrees that the charges and fees described in this Section 10 shall be "all-inclusive" and represent the total cost for the Solution including all costs associated with all goods, software, and services to be provided Contractor pursuant to this Agreement, including (i) the SVS components described on each Solution Order, (ii) all Equipment described in the applicable Solution Order, (iii) the Training Services described in such Solution Order, and (iv) the Extended Warranty and all maintenance, support, and remedial action thereunder required to ensure the Solution and all components thereof are available to the ordering State Entity and function in accordance with the requirements of this Agreement. In no event shall State be liable for any amounts not described in this Section 10 or any other charges, fees, expenses, or costs incurred by Contractor, which Contractor failed to consider in its eRFP Response. Accordingly, no such expenses of any Contractor Party will be separately reimbursable by any State Entity.

10.8 **Taxes.**

10.8.1 State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. State 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 State with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Agreement, which verification is incorporated herein by reference.

10.8.2 By executing this Agreement the Contractor certifies it is either (a) registered with State Department of Revenue and 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 State may declare this Agreement void if the above certification is false. The Contractor also understands that fraudulent certification may result in State or its representative filing for damages for breach of contract.

10.9 Books and Records.

10.9.1 GAAP Standards; Record Retention. Contractor shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Contractor's prices and other charges billed to State under this Agreement and each Solution Order and Services Order. Contractor will maintain such books and records 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.

10.9.2 Information Regarding Billing Questions. Contractor shall answer billing questions and provide State with such documentation as State may request pertaining to billing. Once per year and at the sole cost of State, Contractor shall provide State and State's representatives with reasonable access to such books and records for purposes of auditing the fees under this Agreement and/or any Schedule or Services Order.

10.10 Audit. The Contractor shall permit the Auditor of State of Georgia or any authorized representative of 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 audit Contractor to achieve one or more of the following additional objectives: (a) verify the security and integrity of State's and each other State Entity's data and examine the systems that process, store, support, and transmit that data or (b) examine Contractor's performance of, and conformance to the terms of, this Agreement, including, to the extent applicable to the applications and services provided by Contractor and to the charges therefor, performing audits of (i) Contractor's practices and procedures, including its conformance with State policies with which it is obligated to comply under this Agreement and otherwise as reasonably necessary to enable State to confirm that Contractor is meeting applicable regulatory and other legal requirements for which it is obligated to comply under this Agreement; (ii) supporting information and calculations regarding compliance with Performance Levels, security standards for which Contractor is responsible hereunder or other required standards or levels of performance; and (iii) Contractor's disaster recovery and back-up procedures. State agrees to the following conditions in connection with such audits: (i) State will not unreasonably interfere with Contractor's normal business operations, (ii) Contractor is not entitled to review or see and other Confidential Information of other Contractor States except in an anonymized or redacted format, (iii) all information disclosed during such site visit shall be considered Contractor's Confidential Information (unless the information Contractor possesses is already Confidential Information of State or State Data), and (iv) State will comply with Contractor's reasonable security policies and procedures delivered in writing to State in advance of the applicable audit. If as a result of any such audit State determines that Contractor has overcharged State, State will notify Contractor of the amount of such overcharge and provide Contractor with a report setting forth the determination of such overcharge. Upon such notice, Contractor shall promptly pay to State the amount of such overcharge, together with interest thereon at the Interest Rate calculated from the date of such overcharge until the date Contractor reimburses State. In addition, if such audit reveals an overcharge to State in any fee, cost, or charge billed by Contractor, Contractor shall reimburse State for the actual costs of such audit. In the case of a performance-related audit, Contractor and State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report. State and Contractor agree to develop operating procedures for the sharing of audit and regulatory findings and reports related to Contractor's operating practices and procedures produced by auditors or regulators of either party. Evidence of criminal conduct uncovered by State during an audit will be turned over to the proper authorities.

10.11 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 any component of the Solution for which the State Entity is charged as required by the Agreement, the Contractor shall not be entitled to the compensation under this

Agreement corresponding to such components until such components are delivered and/or conform to the requirements of this Agreement. 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. State's right to deduct such incurred costs shall not in any way affect State's right to terminate this Agreement or any Solution Order or Services Order.

10.12 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 this Agreement, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

11. CONFIDENTIALITY, PRIVACY, AND DATA SECURITY.

11.1 Disclosure of Confidential Information. Contractor and State acknowledge that, in the course of performance under this Agreement, one party (the "Disclosing Party") may intentionally or inadvertently disclose, deliver, or permit access by the other party (the "Receiving Party") to information, data, or materials which are, to the Disclosing Party, secret, proprietary, and/or confidential, including as may be so designated by statute, regulation, or common law, including, among others, by the form of the Uniform Trade Secrets Act adopted under Applicable Law (if any) and various applicable privacy laws. All of the foregoing information, data, and materials are referred to collectively in this Agreement as the "Confidential Information" as that term is further defined and described in Section 11.2.

11.2 Confidential Information. Without in any way limiting the generality of the definition of Confidential Information contained in Section 11.1, the term Confidential Information shall also expressly include all data, information, materials, and subject matter, works of authorship, methods, processes, techniques, systems, and know-how containing, recording, expressing, or embodying the Disclosing Party's (a) products, both existing and under development during the Term, and all related documentation algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, drawings, specifications, and flow charts containing, comprised by or embodied in such products and (b) current or prospective businesses, business plans, states, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers. All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is (i) owned by the Disclosing Party, leased or licensed from third parties or held for the benefit of or in connection with its clients, states, business partners, or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledges and agree that where Contractor is the Disclosing Party, "Confidential Information" shall include only such information that Contractor has marked as "confidential", "proprietary", "trade secret", or otherwise redacted in accordance with eRFP Section 2.1.12.2.1 et seq. the terms of which are incorporated herein by reference, provided, however State reserves the right to determine if such information has been properly designated as such and whether it may or may not be disclosed by State.

11.3 Non-Disclosure and Non-Use. Except as otherwise permitted by eRFP, the Receiving Party shall hold all Confidential Information actually received in strictest confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express written consent of the Disclosing Party in each instance, except to the Authorized Recipients. In all events the Receiving Party shall handle, store, and maintain all Confidential Information actually received with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information. The Receiving Party shall not make any use of the Confidential Information whatsoever except such limited uses as are required under the Agreement. To the limited extent reasonably necessary for such permitted purposes, the foregoing right of use shall include the right to make a reasonable number of copies of the Confidential Information each of which shall be subject to Section 11.8. The use rights hereunder do not permit, and the Receiving Party is expressly prohibited from (a) performing any benchmarking or other comparative or competitive analysis of any Confidential Information for any purpose other than as required

under this Agreement and (b) using, distributing, delivering, or disclosing the Confidential Information or any portion to any Person in violation of U.S. export regulations.

11.4 Confidentiality Exclusions. The Receiving Party shall have no obligation under Section 11.3 with respect to any Confidential Information which the Receiving Party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder: (a) was already known to it at the time of its receipt hereunder; (b) is or becomes generally available to the public other than by means of breach of this Agreement; (c) is independently obtained from a third party (other than any Authorized Recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality; or (d) is independently developed by or on behalf of the Receiving Party without use of, reference to, or reliance on any Confidential Information. Furthermore State, as Receiving Party shall have no obligation under Section 11.3 with respect to any information that State determines is required to be disclosed by Applicable Law including the provisions of the Georgia Procurement Manual, State Purchasing Act, or Georgia Open Records Act as provided in O.C.G.A. Section 50-18-70 et seq. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, provided that the Receiving Party has given notice of such compelled disclosure to the Disclosing Party and has given the Disclosing Party a reasonable opportunity to object to such disclosure and has provided reasonable assistance, at the cost of the Disclosing Party, in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

11.5 Privacy Regulations and Guidelines. This Agreement, the Solutions Orders, Services Orders, and the parties hereunder, may be governed by one or more privacy laws, regulations or guidelines including O.C.G.A. 21-2-379.24(g) and such others as may be designated by State from time to time (collectively, the "Privacy Regulations"). If so governed, then to the extent not captured already by the definition of Confidential Information hereunder, or required already by the Receiving Party's obligations under Section 11.3: (a) the term "Confidential Information" shall further include all Nonpublic Personal Information, Personal Information, material nonpublic information and Personal Data as each of those terms is defined in or by application of each respective Privacy Regulation (collectively, the "Regulated Information"); and (b) the Receiving Party shall comply with all requirements of the Privacy Regulations reasonably known to be applicable to the Regulated Information portions of the Confidential Information actually received by the Receiving Party including all reporting, audit, access, third-party disclosure and onward transfer obligations and restrictions therefor, if any are so applicable. If a Privacy Regulation applicable to the Receiving Party under this Agreement is amended, and/or if any other state or federal law, regulation or treaty is effected such that a more restrictive standard of confidentiality or obligation of privacy or security is imposed with respect to an applicable component of the Regulated Information portions of the Confidential Information, then such more restrictive standard shall prevail over the provisions of this Agreement with respect to those portions. By signing below the Receiving Party acknowledges that the Privacy Regulations may prohibit or render ineffective some or all of the exclusions otherwise available under Section 11.3. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees (i) it shall maintain, and shall require all Authorized Recipients to maintain, effective information security measures to protect Regulated Information from unauthorized disclosure or use, and (ii) it shall provide with information regarding such security measures upon the reasonable request of State and promptly provide State with information regarding any failure of such security measures or any security breach related to Regulated Information.

11.6 No Transfer of Rights. Nothing in this Agreement is, nor shall be deemed to be, any transfer, conveyance, assignment or waiver (by express license, implied license or otherwise) by the Disclosing Party of any Intellectual Property Rights it has or claims to have in the Confidential Information.

11.7 Data and Network Security.

11.7.1 Contractor is responsible for providing network security and security for such of its facilities where its servers or other network equipment are located. Contractor shall also comply with its own then-current security policies and procedures, and its security policies and procedures shall comply with laws and regulations applicable to Contractor.

11.7.2 If, during the course of this Agreement, Contractor is creating, hosting, maintaining, processing or transmitting any State Confidential Information on or through any Contractor computer networks, data centers, labs, supporting environments, Web servers or other information technology resources (collectively "Contractor Computer Systems"), or is otherwise using any Contractor Computer Systems in connection with this Agreement, then with respect to all such Contractor Computer Systems, Contractor will, in accordance with industry best practices or higher standards that are in all cases no less than reasonable:

- (a) Limit physical and electronic access to Contractor's employees and essential third-party contractors, on a need-to-access basis, who have signed a written agreement that is at least as protective of the confidentiality and security of State Confidential Information as those provided in this Agreement;
- (b) Implement and maintain technical access controls that, at a minimum, require unique identification and authentication of all users, restrict access to all data, software, or other file-system objects exclusively to those users who need such access to perform their job responsibilities, and limit administrator-level control to only authorized IT personnel;
- (c) Implement and maintain transmission controls that, at a minimum, allow only the data protocols required for the function and management of each solution to be used or transmitted and insure the confidentiality, availability, and integrity of all transmissions;
- (d) Implement and maintain firewall technology and intrusion detection software configured to minimize or eliminate hacking and other threats;
- (e) Implement and maintain protection against viruses, worms, Trojan horses, spyware, and other malicious code;
- (f) Perform routine reviews of logs files and system records for suspicious activity;
- (g) Perform regular reviews of relevant security notifications and alerts (e.g., notifications of bugs, attacks, and patches), and apply such patches and fixes as appropriate;
- (h) Implement and maintain disaster recovery, backup, and other contingency plans; and
- (i) Conduct regular security audits, reviews, and tests and systematically retain log files, system records, test plans, and other security documentation.

11.7.3 Contractor shall notify State immediately upon discovery or notification of any actual, potential or threatened Security Breach. Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) any further Security Breach and carry out any recovery necessary to remedy any impact of such Security Breach. Contractor's actions will include at a minimum:

- (a) Confirming the attack;
- (b) Denying access from the source of the attack;
- (c) Investigating and evaluating the extent of the damage, if any;
- (d) Backing-up the affected systems and those suspected to be affected;
- (e) Strengthening defenses everywhere, not just the suspected path that the attacker used, if possible;

(f) Contacting Contractor's internet service provider and, subject to State's prior written approval, any law enforcement agency to work with Contractor's security team; and

(g) Producing an incident report within twenty-four (24) hours detailing Contractor's findings and distributing the report to State.

11.8 Disaster Recovery – Requirements and Audit Procedure. Contractor shall provide a disaster recovery plan and data backup procedures (the "Disaster Recovery Plan") attached hereto as Exhibit J.

11.9 Loss of Information; Equitable Relief. The remedy at law for any breach or threatened breach of this Section 11 shall be inadequate, and in addition to any other remedy available at law, in equity, or under this Agreement, the non-breaching party shall be entitled to seek to obtain injunctive relief without proof of irreparable injury and without posting bond. If there is any unauthorized disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly: (a) notify the Disclosing Party upon becoming aware thereof; (b) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure, losses or violation; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

11.10 Compliance by Contractor Solution Partners. Without limiting Contractor's obligations above, Contractor shall cause each Contractor Solution Partner to comply with the provisions of this Section 11 to the same extent that Contractor is required to comply with such provisions.

12. OWNERSHIP OF CONTRACTOR PRODUCTS; STATE DATA; THIRD-PARTY PRODUCTS.

12.1 Ownership of Contractor Products. State acknowledges that the Software, the Contractor data bases which are part of the Services, and all copyrights, patents, trade secrets, and other intellectual and proprietary rights therein and thereto (collectively the "Contractor Products") are and shall remain the exclusive and confidential property of Contractor or the third parties for whom Contractor is acting as agent or from whom Contractor has obtained the right to use the Contractor Products. For this purpose, the Contractor Products do not include the State Data, including any extract, database, output, reports or derivative works that include or are based on the State Data, or any business or transaction information produced by or for State using the Services or Software (the "Output").

12.2 State's Rights in Output. State may use the Output in conjunction with any services, software or equipment that State or State may choose. State or any contractor chosen by State may copy, use, and modify such data as Contractor provides State and the Output for purposes of meeting its internal business requirements. State may make an appropriate number of copies of the Contractor Products provided to State at its premises for back-up purposes only.

12.3 Confidentiality of State Data; File Security. Contractor acknowledges and agrees that any file or other information provided by any State Entity to Contractor, including any extract, database, output, reports or derivative works that include or are based on the State data, or any business or transaction information produced by or for a State Entity using the Services or Software (collectively the "State Data") shall be and remain the exclusive and confidential property of State. Except to the limited extent set forth in Section 12.4 below, Contractor shall treat as confidential and will not disclose or otherwise make available any State Data to any person other than employees of Contractor with a need-to-know. Contractor will instruct its employees who have access to the State Data to keep the same confidential by using the same care and discretion that Contractor uses with respect to its own confidential property and trade secrets. Contractor will provide reasonable security provisions to ensure that access to the State Data is available only to State. Contractor will hold and process the State Data of State and State's other vendors in systems that are physically and logically separated from other data of other States.

12.4 Contractor Use of State Data. Notwithstanding the foregoing, but subject to State's consent on a case-by-case basis, State will consider Contractor's request that Contractor be given the right to use such

State Data as it ordinarily receives, and to distribute such State Data to third parties, in an anonymized and cleansed statistical and/or compilation forms in connection with other Contractor services. If so approved by State in writing on a case-by-case basis, State acknowledges that such statistics and/or compilations (which are not identifiable to State or State's location and do not include information otherwise subject to privacy or confidentiality requirements) may be used or resold by Contractor outside the scope of this Agreement.

12.5 Turnover of State Data. If so requested by State at any time before or after termination of this Agreement, Contractor shall provide copies of the State Data in Contractor's possession to State in such form as State may reasonably request together with such tables and instructions as State may require to extract or convert the information. Unless otherwise approved by State or necessary to carry out the transition/termination provisions of this Agreement, Contractor may not retain copies of the State Data following termination of this Agreement.

12.6 Unlimited Use of State Data and Output by State. State and its designees are free to extract, aggregate, use, store, modify, compile, retransmit, and distribute the State Data, including all Output, in any manner and for any purpose that State may desire, without being subject to any restriction on doing so that may be associated with the Contractor applications or any other Contractor Products. State may install and use its own or third-party providers' equipment and software to do so, and State and State may create and install its own or third-party providers' APIs to access and collect any of the State Data or applicable files at State's premises in such manner as State or State chooses.

12.7 Deliverables. The deliverables that Contractor actually provides to the State Entities under this Agreement may take the form of any Solution, the Services themselves or individual items of State-Specific Enhancements, Third Party Materials or Derivative Works & Improvements, or one or more of them. More likely, however, such deliverables, shall be composed of some combination of such Solution, State-Specific Enhancements, Contractor Products, Third Party Materials or Derivative Works & Improvements, or one or more of them created by linking, embedding, bundling or incorporating them with or into one-another. Such combination shall be referred to as "Deliverables." Each party shall retain at all times its respective ownership rights of the Intellectual Property Rights in and to such party's respective Proprietary Materials components of the Deliverables under the terms of this Section 12 and neither party shall own the Intellectual Property Rights in and to the Deliverables as a whole. Notwithstanding anything contained in this Agreement to the contrary, State for itself, and on behalf of the other State Entities, acknowledges and agrees that the Solution shall not constitute "works made for hire", and shall remain the exclusive property of Contractor.

12.8 Third Party Materials. Neither Contractor nor any Contractor Personnel shall use any Third Party Materials in the performance of the Services nor introduce, embed, bundle, link, or incorporate Third Party Materials into or with any State Data or Output unless: (a) expressly requested by State or (b) disclosed to State by Contractor in writing in the applicable Solution Order or Services Order in connection with which Contractor desires to use them. If use of Third Party Materials is so permitted, Contractor shall supply them by either providing State: (i) with the applicable shrink-wrap license agreement governing the use of such Third Party Materials or (ii) with the applicable license agreement submitted by the owner or provider of such Third Party Materials generally to its states; or (iii) with all necessary use and/or license rights via pass-through or assignment to State, as well as all warranties and maintenance and support rights (if any) as provided by either the manufacturer or the applicable provider of such Third Party Materials or by Contractor on such manufacturers' behalf pursuant to a reseller or similar agreement therefor.

12.9 Open Source Software. The Solution may contain Third Party Materials subject to or governed by an open source license. Use by State, as part of the Solution, in accordance with this Agreement and normal operating instructions, of such open source license (in object code) procured by Contractor under a license commonly referred to as "open source," "free software," "copyleft," or "community source code license," including, without limitation, the GNU General Public License or Lesser General Public License (collectively, "OSS") is and will be in compliance with the terms of such OSS licenses. The use by State of the System in accordance with this Agreement does not require that the OSS included by Contractor in the System will be combined or merged with any proprietary software provided or separately operated by State.

12.10 **Residuals.** Subject to Section 11 (Confidentiality, Privacy and Data Security), Contractor, State or the applicable State Entities shall have the right to use for any purpose Residuals arising from this Agreement. For the avoidance of doubt, the foregoing shall not be deemed to grant to the receiving party a license to use the other party's copyright, patents, trademarks, source code, or other Intellectual Property.

13. BONDS & INSURANCE.

13.1 **Bonds.** Within ten (10) days of the Effective Date, Contractor shall obtain all bonds required by the eRFP and described on Exhibit H attached hereto and deliver a true, correct, and complete copy of the same to State.

13.2 **Required Coverage.** Contractor, at its sole expense, shall obtain and keep in force at all times during the Term insurance coverage for the benefit of Contractor and State, issued by insurance carriers licensed to do business in the State of Georgia with a minimum A.M. Best rating of A- as set forth in Exhibit H as that Exhibit may be updated and modified from time to time by State (provided Contractor is given a reasonable amount of time to review and meet such updated and modified insurance requirements).

13.3 **Primary Policies.** All insurance maintained by Contractor in compliance with this Agreement, shall be primary to any other insurance owned, secured, or placed on behalf of State, which insurance shall not be called upon by Contractor's insurer to contribute in any way. Contractor shall secure endorsements to this effect from all insurers of such policies.

13.4 **Certificates.** Within ten (10) days of the Effective Date, Contractor shall furnish State with certificates of insurance and necessary endorsements affecting coverage required by this Section 13. To the maximum extent permitted for each coverage type, the certificates and endorsements shall identify the contract number of this Agreement (as shown on the cover page), the State of Georgia, State, and the other State Entities as additional insureds and shall be signed by a person authorized by that insurer to bind coverage on its behalf. State reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.5 **No Cancellation.** All policies herein shall expressly provide that such policies shall not be cancelled, allowed to lapse, terminated or materially altered (resulting in failure to comply with requirements set forth herein) without at least thirty (30) days prior written notice to State.

13.6 **Waiver.** To the extent permitted by its respective policies of insurance, Contractor hereby waives any right of recovery against State for any loss or damage that is covered by any insurance policy maintained or required to be maintained with respect to this Agreement. The parties do not intend to shift all risk of loss to insurance. The Contractor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Contractor may otherwise have under this Agreement. Similarly, the inclusion of the State of Georgia and the State Entities as additional insured is not intended to be a limitation of the Contractor's liability under this Agreement and will in no event be deemed to, or serve to, limit the Contractor's liability to the State or any State Entity to required insurance coverage, nor to limit State's rights to exercise any and all remedies available to the State Entities under this Agreement, at law or in equity.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **Warranties.** Contractor hereby expressly represents, warrants, and covenants to State that:

14.1.1 **Organization.** It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and it is duly qualified to conduct business, and is in good standing, in the State of Georgia and every other jurisdiction in which the nature of its assets or its business would require it to so qualify.

14.1.2 Authority. (a) It has full power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations under this Agreement; (b) execution and performance of this Agreement shall not violate any law or breach any other agreement known to Contractor; and (c) Contractor will not assume any obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

14.1.3 Liens and Encumbrances. Contractor has good and valid title to the Solution and all Equipment or hardware components provided to the State Entities pursuant to the terms of this Agreement free and clear of any and all liens and encumbrances. All such items will be delivered, and title will transfer, to the applicable State Entity pursuant to Section 2.1.5 free and clear of all liens and encumbrances and State will be entitled to use the Solution and all other Deliverables in accordance with the terms of this Agreement without disturbance.

14.1.4 eRFP Bring Down. Each of the representations, warranties, guarantees, certifications, and similar assurances contained in Contractor's eRFP Response were true and correct in all respects as of the date of submission of Contractor's eRFP Response and shall be true and correct in all respects on and as of the Effective Date with the same force and effect as if made at and as of the Effective Date.

14.1.5 Non-Infringement. As of the Effective Date and throughout the Term:

(a) None of the Solution, Services, or other Deliverables, nor any portion or component thereof, nor State's use or possession of any of the foregoing as permitted under this Agreement, shall infringe or violate any right, title, or interest (including any Intellectual Property Right) of any third party.

(b) Contractor and/or all Contractor Personnel shall be the sole authors of the Solution and any Revisions thereto and Contractor has and shall have full and sufficient right, title and interest (including all Intellectual Property Rights) in and to the Solution.

(c) No claim of infringement has been threatened or asserted, or is pending against Contractor (or insofar as Contractor is aware, against any entity from which Contractor has obtained such rights) (the warranties set forth in clauses "(a)", "(b)", and "(c)" collectively the "Non-Infringement Warranty").

14.1.6 Disabling Procedures. The Solution, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any "back door," "time bomb," "Trojan horse," "drop dead device," or other similar software routines or components designed to permit access or use of any State Entities' computer systems by Contractor or a third party or to disable or delete any Solution or any data, computer hardware, or software operated or maintained by any State Entity;

14.1.7 Viruses. The Licensed Programs, State-Specific Enhancements and other Deliverables and each module or component and function thereof, and to the maximum extent applicable, the Services performed hereunder, do not contain any Virus and prior to delivery to the State Entities, Contractor shall have used up-to-date, industry-accepted, corporate-enterprise, quality virus detection products to scan for and ensure the absence of Viruses. Contractor shall take all commercially reasonable steps to ensure that no Viruses are coded or introduced into any other State Entities' systems or into the systems used to provide the Services or operate the Solution;

14.1.8 EAC Certification. All relevant components of the Solution, any Upgraded Solution, and all Software, Equipment, and other components forming a part thereof for which certification by the U.S. Election Assistance Commission ("EAC") is available have been certified by the EAC as of delivery of the Solution to the State. Without limiting the foregoing, if at any time during the Term, the Solution or any component (including Software and Equipment) forming a part thereof for which EAC certification is available ceases to be certified by the EAC, Contractor shall immediately notify State and, if Contractor has, or has made available a non-infringing, EAC certified, version of the offending component to its

customers generally, then Contractor will make that version of the Solution available to the State under the same or better economic terms as it offers to its other customers. If no EAC certified version of the offending component is available, the parties will cooperate in good faith to attempt to resolve the issue.

14.1.9 Documentation. The Documentation meets industry standards, accurately reflects the operations features and functioning of the Solution, Services and Deliverables and shall in all events be written in the English language as well as such other languages as are required under the applicable Solution Order or Services Order.

14.1.10 Services. Contractor has all of the resources (financial or otherwise), personnel, experience, and know-how necessary for the successful and timely implementation of the Solution and performance of its obligations under this Agreement. All Services performed by Contractor (or its permitted subcontractors, if any) shall be so performed in accordance with all Applicable Laws and in a professional and workmanlike manner by adequate staff having the skills training and background requisite to perform them in accordance with the highest prevailing standards and best practices in the industry.

14.1.11 Operations Conducted Lawfully. Contractor has conducted, and at all times during Term will conduct, its business in compliance with all Applicable Laws including with the provisions of O.C.G.A. Title 21, as amended and the State of Georgia Election Board and Secretary of State Rules contained in Sections 183 and Sections 590 of the Georgia Administrative Code respectively. Contractor has not been charged with, nor is Contractor in receipt of any notice or warning of, or to the knowledge of Contractor, under investigation with respect to, any failure or alleged failure to comply with any provision of any Applicable Law with respect to its business, the Solution, or the Services to be provided pursuant to this Agreement. Contractor has all licenses, permits, approvals, authorizations, registrations, certificates, variances or similar rights issued by any governmental authority required with respect to the operation of its business and the delivery of the Solution and the Services. All such permits are in full force and effect and Contractor is in compliance with the same.

14.1.12 Solution and other Deliverables. During the Term the Solution and all Deliverables and each module or component and function thereof, and to the maximum extent applicable, all Services performed hereunder, shall:

(a) be free from defects in material and workmanship and under normal use shall remain in good working order;

(b) function in all material respects in accordance with the specifications and criteria stated in the applicable Solution Order or Services Order, including the Functional Requirements, and in accordance with all other warranties set forth herein and in the applicable Solution Order or Services Order (the "Specifications Warranty"); and

(c) perform the Guaranteed Functionality in accordance with the Guaranteed Performance,

14.1.13 Compliance with Regulations. The Guaranteed Functionality and Guaranteed Performance of the Solution, either by itself or in conjunction with such Third Party Materials as may be identified by Contractor, contain features and functionality that permit State, or the applicable State Entity, to comply either through use of the Solution as delivered or via no more than *de minimis* parameterization and/or configuration, with those industry and/or governmental regulations (and the data formats, records, reporting or communications standards required to be utilized to comply with such regulations) affecting State at each State Site as of the Effective Date ("Regulation Compliant").

14.1.14 Third Party Materials. If the warranties to Third Party Materials passed-through and assigned to State under Sections 12.7 and 14.2 are not substantially similar to the warranties received by State from Contractor hereunder with respect to the Solution and other Deliverables, or if Contractor is not permitted to pass-through and assign such warranties, then Contractor shall obtain comparable warranties from the owner, licensor, or other providers of the applicable Third Party Materials or Contractor shall take

appropriate action to ensure that such Third Party Materials are otherwise compliant with the warranties in this Section 14.1 including that they are free of Viruses, preventative routines, and disabling procedures.

14.1.15 Independent Contractors. Contractor represents and warrants that it has complied with, and covenants that during the Term, it shall continue to comply with all laws, rules, and regulations required by appropriate government authorities of independent contractors, including the appropriate withholding, reporting, and payment of all required taxes.

14.1.16 Conflicts of Interest. Contractor has not violated, and shall not violate during the Term, the provisions of O.C.G.A. Section 45-10-20 et seq. Without limiting the foregoing, neither Contractor nor any of its Affiliates or any of their respective Representatives has made any bribe, rebate, payoff, influence payment, kickback or other payment unlawful under any Applicable Law.

14.2 Construction of Warranties; Disclaimer. Contractor shall assign and pass through to the State Entities all applicable Software publishers' warranties, covenants and indemnification provisions. The representations, warranties, and covenant of Section 14.1 apply at all times during the Term. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT (INCLUDING ALL EXHIBITS, SCHEDULES, APPENDICES, EXECUTED SOLUTION ORDERS AND SERVICES ORDERS, AND ANY ATTACHMENTS THERETO) AND AS OTHERWISE SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14.3 Remedies.

14.3.1 Remedies. In the event that any of the Software is found by the Contractor, State, any other State Entity or governmental agency, or any court having jurisdiction to to breach the warranties set forth in this Agreement, or not to be otherwise in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions authorized by the State, including those required to meet all obligations imposed by laws, regulations, or orders, provided that nothing contained in this section shall preclude State from taking such action as may be required of it under any such law or regulation. If the Contractor is the Software publisher, the Contractor shall perform all necessary repairs or modifications at its sole expense, provided the State determines the performance of such repairs and modifications is in the State's best interest. Payment for the Software shall not constitute acceptance. Acceptance by a State Entity shall not relieve the Contractor of its warranty or any other obligation under this Agreement.

14.3.2 In the event State or any other State Entity asserts any claim, demand, dispute relating to the subject of this Agreement Contractor shall continue to perform its obligations hereunder, and any such dispute, whether as to a claim for breach of any representation, warranty, or covenant contained in this Agreement, shall not affect Contractor's obligation to fulfill its remedy obligations to the State Entities hereunder. If any such dispute is finally resolved in State's favor, State shall be reimbursed for the cost of all reasonable remediation services performed by Contractor, subject to State substantiating the same.

14.3.3 Disabling Procedures, Preventative Routines and Viruses. In addition to all other remedies at law and under this Agreement, Contractor agrees to notify State immediately upon discovery of any actual, potential or threatened breach of the warranties in Sections 14.1.6 or 14.1.7, and, if State discovers or reasonably suspects any Viruses to be present in any component of any Solution, State-Specific Enhancements or other Deliverables, Contractor agrees to take action immediately, at its own expense, to identify and eradicate (or to equip State to identify and eradicate) such Viruses and carry out any recovery necessary to remedy any impact of such Viruses.

14.3.4 Interference with Services. Contractor is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would

prevent, limit, or impair in any way the performance by Contractor of any of the terms of this Agreement or of the Services.

15. INDEMNIFICATION.

15.1 **Contractor Indemnification.** Contractor agrees to defend, indemnify, and hold harmless State, the other State Entities, and all parties making authorized use of the Deliverables, and each of their respective directors, officers, employees, and representatives (the "Indemnified Parties") from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses (including reasonable attorneys' fees) to the extent incurred in connection with or arising out of: (a) any inaccuracy or breach of a representation or warranty of Contractor set forth in this Agreement or any agreement, instrument, or certificate, or document delivered in connection herewith (including Contractor's eRFP Response); (b) any breach or failure to comply with any covenant or agreement made by Contractor in this Agreement or any agreement or instrument delivered in connection herewith; (c) any negligent, intentional or wrongful act or omission of the Contractor or any Contractor Personnel; (d) any breach of contract; (e) any third-party claims of infringement or other violations of Intellectual Property Rights; (f) any failure of the Solution or the Services to comply with applicable specifications, warranties, and certifications under this Agreement or Contractor's eRFP Response; (g) any failure by Contractor or Contractor Personnel to comply with Applicable Law; or (h) 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. Contractor acknowledges and agrees that no delay in notifying Contractor shall relieve Contractor of its obligations under this Section 15.1. Contractor may not agree to any settlement that could have an adverse impact on any State Entity, as applicable, without State's prior written consent. Notwithstanding the foregoing State, and not Contractor, will be responsible and therefore solely liable for its own acts and omissions constituting gross negligence, willful misconduct or fraud.

15.2 **Assumption of Defense.** State shall be entitled to participate in the defense of any such action, with its counsel and at its own expense. If Contractor does not promptly commence fulfillment of its defense obligations for any indemnified claim or litigation resulting therefrom, State may defend against such claim or litigation in such manner as it may deem appropriate, including settling such claim or litigation, after giving notice of the same to Contractor, on such terms as State may deem appropriate but after prior written consent from Contractor signed by the designated person signing this Agreement, and no action taken by State in accordance with such defense and settlement shall relieve Contractor of its indemnification obligations herein with respect to any loss, liability, or damages resulting therefrom.

15.3 **Infringement Related Remedies.** In addition to and without in any way limiting or excluding Contractor's indemnification obligations, if any party makes any claim or allegation of infringement against State or State Entity based on State's or a State Entity's use of a Deliverable in accordance with the terms of this Agreement and State or any State Entity is actually enjoined from using any Deliverables (or, if Contractor earlier believes that such claim may arise), Contractor shall, at its own cost and expense, and at its option: (a) procure for State a license to continue using the allegedly or potentially infringing materials of nature and scope identical to that contained in this Agreement and without loss, diminution or degradation in the manner of performance or functionality or (b) modify the allegedly or potentially infringing materials so as to make them non-infringing without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)" or "(b)" above after good faith efforts undertaken for a reasonable period of time, then Contractor shall, at its own cost and expense: (c) procure for State and the State Entities a license to a third-party product (including, if required, engaging a third-party to develop such product on commercially reasonable terms) that will serve as a replacement for the allegedly or potentially infringing materials without loss, diminution or degradation in the manner of performance or functionality. If Contractor cannot complete "(a)," "(b)" or "(c)" above after good faith efforts undertaken for a reasonable period of time, on commercially reasonable terms, Contractor promptly shall refund to State all amounts paid by State under the Services Order (including any expenses and fees for Third Party Materials) pursuant to which the applicable materials were created.

15.4 **Duty to Reimburse State Tort Claims Fund.** To the extent any 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 fully reimburse the Fund. To the full extent permitted by the Constitution and the laws of State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

15.5 **Limitation of Liability.**

15.5.1 EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT, INCLUDING ALL SOLUTION ORDERS AND SERVICES ORDERS IN EFFECT AS OF THE DATE OF THE APPLICABLE CLAIM.

15.5.2 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.5.3 Notwithstanding anything contained in this Agreement to the contrary the limitations and exclusions in Sections 15.5.1 and 15.5.2 shall not apply to (1) Contractor's obligation to pay any liquidated damages pursuant to Section 10.1, (2) Contractor's failure to honor any pricing commitments made in this Agreement, (3) claims arising out of the willful misconduct or gross negligence of a Party or any of their respective employees, agents, contractors or subcontractors, (4) claims and losses that are the subject of indemnification under this Agreement, including pursuant to Section 15.5 damages and costs associated with the Contractor's breach of its data security or data privacy obligations hereunder; (6) damages attributable to a Party's breach of its obligations with respect to Confidential Information of the other Party; or (7) damages attributable to the abandonment of this Agreement by the Contractor, including Termination Assistance, where "abandonment" has the meaning provided in Section 16.8 below.

16. TERM AND TERMINATION.

16.1 **Term.** This initial term of this Agreement shall commence upon the Effective Date and shall remain in effect for a period of ten (10) years (the "Initial Term"). State shall have the option to extend this Agreement for a period of up to ten (10) successive periods of one (1) year each (each a "Renewal Period") under the same terms and conditions of this Agreement as in effect during the Initial Term, which options may be exercised by the issuance of a "Notice of Award Amendment" by State no later than thirty (30) days prior to the end of the Initial Term or then-current Renewal Period. As used throughout this Agreement, all references to the "Term" shall be construed to include the Initial Term, all Renewal Periods, and any Transition Assistance Period.

16.2 **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Agreement will terminate immediately and absolutely if State determines that adequate funds are de-appropriated such that State cannot fulfill its obligations under the Agreement, which determination is at the State's sole discretion and shall be conclusive.

16.3 **Termination for Cause.** Subject to Section 16.3.133.13, the State may terminate any Solution Order, Services Order or this Agreement, in each instance in whole or in part, if State reasonably determines that any one or more of the following events has occurred:

16.3.1 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;

16.3.2 Contractor fails to comply with confidentiality laws or provisions, including the Privacy Regulations;

16.3.3 Contractor furnished any statement, representation, or certification in connection with this Agreement or the bidding process which is materially false, deceptive, incorrect, or incomplete;

16.3.4 Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to State's satisfaction, any material requirement of this Agreement, individually, in each case in whole or in part or is in violation of a material provision of this Agreement, including, but without limitation, the express warranties made by the Contractor;

16.3.5 Satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur, including in connection with Contractor's inability or unwillingness to meet the milestones or timelines described in any Solution Order or Services Order;

16.3.6 Contractor fails to make substantial and timely progress toward performance of this Agreement;

16.3.7 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 State reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

16.3.8 Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement;

16.3.9 Contractor has engaged in conduct that has or may expose the State or any State Entity to liability, as determined in State's sole discretion;

16.3.10 Contractor endangers the value, integrity, or security of any State Site or the data or personnel of any State Entity;

16.3.11 Contractor breaches any of its material duties or obligations under this Agreement, including but not limited to obtaining and maintaining, throughout the Term, federal and State voting system certification; or

16.3.12 Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of State, a State Entity, or any other Person.

16.3.13 Notice of Default. Contractor shall be afforded thirty (30) calendar days to cure any breach that could give rise to a termination for cause by State pursuant to Section 16.3, with such thirty (30) day period commencing as of the date Contractor receives written notice of such breach from the State. If the breach or noncompliance is not remedied within such thirty (30) day period, State may (i) immediately terminate this Agreement without additional written notice; and/or, (ii) procure substitute Software, Licensed Programs or Services from another source and charge the difference between this Agreement and the substitute contract to the defaulting Contractor; and/or (iii) enforce the terms and conditions of this Agreement and seek any legal or equitable remedies. For the avoidance of doubt the parties acknowledge and agree that the items listed in Section 16.3 shall each constitute a material breach, provided, however any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material. If termination occurs prior to the date of Final Acceptance or the Presidential Preference Primary, whichever is later, and such termination is for cause pursuant to Section

16.3, then State may elect to terminate this Agreement and Contractor shall immediately refund all applicable Milestone Payments paid by State.

16.4 Convenience. State may at any time for any reason or no reason, terminate this Agreement or any Solution Order or Services Order individually, in each case in whole or in part, for its sole convenience for any reason whatsoever.

16.5 Effect. Termination of a Solution Order, a Services Order or this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief. Subject to Section 16.6 and Section 16.7 upon termination or expiration of this Agreement and request of the State Entity, the Contractor shall:

16.5.1 Cease work under this Agreement or the applicable Solution Order or Services Order 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 this Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters State may require;

16.5.2 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;

16.5.3 Comply with State's instructions for the timely transfer of any active files and work product produced by the Contractor under this Agreement;

16.5.4 Cooperate in good faith with the State Entity, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

16.5.5 Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

16.5.6 Payment Limitation in Event of Termination. In the event of termination of this Agreement, a Solution Order, or any Service Order, for any reason by State, State shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually delivered and satisfactorily performed up to and including the date of such termination. 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 Agreement in the event of termination. State shall not be liable for any costs incurred by the Contractor in its performance of this Agreement, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Agreement or the bidding process.

16.5.7 In such case, State shall pay for all Services Orders and Solution Orders and Deliverables to the extent delivered and satisfactorily performed by Contractor until the date of such termination. If this Agreement is terminated, Contractor will complete all Services in process under all then-outstanding Solution Orders and Services Orders and adhere to all terms and conditions outlined in this Agreement, including all credits and discounts set forth on the applicable Solution Order or Service Order.

16.6 Transition and Termination Assistance. If State decides to discontinue use of any applications or services, Contractor will, at State's option, provided that State agrees to pay Contractor's reasonable fees and expenses, assist to cause the orderly transition and migration with regard to State's requirements so that State or third-party contractors contractor(s) selected by State are properly equipped to meet those requirements (the "Termination Assistance"). As part of the Termination Assistance, (a) Contractor and State will work together to develop a transition plan (the "Transition Plan") setting forth the respective tasks to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed and (b) Contractor will provide State with tables and instructions for extraction of data and reports and conducting testing procedures incident to such migration.

16.7 **Continuance of Services.** Notwithstanding anything contained in this Agreement to the contrary, upon any termination or expiration of this Agreement or any Schedule relating to the provision of applications or services by Contractor, Contractor shall, if requested by State, continue to provide the applications or services and accept additional Solutions Orders and/or Services Orders for up to two (2) years or such longer period as the parties may mutually agree (the "Transition Assistance Period") in the manner described herein and in the applicable Schedule and provide such additional assistance as mutually agreed upon between the parties and as reasonably necessary for State to effect an orderly transition of operational responsibilities for the terminated applications or services. Such termination assistance may include: (a) providing reasonable assistance to State in establishing or transferring all processes; (b) assisting State with the execution of parallel processing and testing; (c) doing all things and providing all information reasonably necessary for an orderly transition with reasonable continuity of operations; and (d) carrying out such other activities as the parties may agree is necessary.

16.8 **No Abandonment.** Contractor represents, warrants and covenants that, during the Term, it shall not "Abandon" this Agreement (or any Schedule) or application or service obtained by State thereunder. For purposes hereof, "Abandon" or "Abandonment" means the threatened or actual intentional refusal by Contractor to provide or support any of the solutions or perform any of the services in breach of its obligations under this Agreement (or any Schedule). If Contractor breaches or threatens to breach this Section, Contractor agrees that State will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, State shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided State follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of its obligations under the Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by State except to require that State establish that Contractor has committed an Abandonment.

17. **MISCELLANEOUS.**

17.1 **Notice.** All notices to be given to the parties hereunder shall be in writing and shall be deemed to have been given and be effective when delivered personally or if sent by certified mail, return receipt requested, postage prepaid addressed to the parties at the addresses set forth below.

If to State:

with copies to:

Georgia Secretary of State
2 Martin Luther King Jr. Drive,
West Tower, Atlanta, Georgia 30334
Attention: Chief Operating Officer

Attention: General Counsel

If to Contractor:

Dominion Voting Systems, Inc.
1201 18th Street, Suite 210
Denver, CO 80220

Attention: General Counsel

17.2 **No Exclusivity.** Unless expressly provide in a Solutions or Services Order, State has the right, at any time and without any notice or duty to account to Contractor, to have services performed by State's own employees or those of other State Entities or, subject to the terms and conditions of this Agreement, to purchase any equipment or services from any other individual or entity, subject at all times to its compliance with this Agreement. Nothing contained in this Agreement shall constitute a minimum purchase commitment by State, and Contractor has not relied on any representation, verbal or written, to the contrary.

17.3 Language. The headings as to the contents of particular sections of this Agreement are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in this Agreement, which are utilized in the information technology outsourcing industry or in State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.

17.4 Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to this Agreement must be brought in the courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in Section 17.1 (Notice) above, and hereby waives all jurisdictional and venue defenses otherwise available to it.

17.5 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 Agreement or any informal negotiations which may occur between State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to 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 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 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.

17.6 Assignment.

17.6.1 This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding anything contained herein to the contrary, State may assign to any other State Entity, in whole or in part, State's right, title, interest and obligations under this Agreement or any Solutions Order or Services Order which relate to items purchased by State on behalf of such State Entity, without Contractor's consent. State's assignment pursuant to this Section 18.6.1 of any payment obligations to another State Entity shall be limited to the extent of that State Entity's interest or use of the subject matter hereof and shall constitute a full and complete novation of State's liabilities and obligations with respect thereto and Contractor shall recognize the State Entity to which such obligations were assigned as State's successor-in-interest with respect to such obligations and will exclusively look to such State Entity for the discharge of all such liabilities and obligations, provided, however State will continue to be Contractor's sole point of contact with respect to this Agreement in accordance with Section 17.234.

17.6.2 This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment, except as described in Section 17.6.1, shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

17.7 Covenant Against Pledging. Contractor agrees that, without the prior written consent of State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from any State Entity under this Agreement for any reason whatsoever. To the extent State permits Contractor to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from State under this Agreement, Contractor will continue to be State's sole point of contact with respect to this Agreement, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third party beneficiary under this Agreement and will not have any rights or causes of action against any State Entity.

17.8 No Liens. Contractor will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of State or any other State Entity. In the event that any such liens arise as a result of the Contractor's action or inaction, Contractor will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Contractor fails to do so, State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Contractor.

17.9 Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of State or any of the other State Entities to Contractor. Further, nothing herein will be deemed or construed as delegating the discretionary powers or authority of the other State Entities to State or the discretionary powers or authority of State to the other State Entities.

17.10 No Waiver. The failure of either party at any time or times to enforce or require performance of any provision contained in this Agreement shall in no way operate as a waiver or affect the right of such party at a later time to enforce such provision.

17.11 Entire Agreement. This Agreement (together with its Exhibits, all executed Solution Orders and Services Orders, and all attachments thereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior written agreements and contemporaneous oral agreements with respect to the subject matter hereof; provided, if the parties have entered into a Confidentiality and Non-Disclosure Agreement, the terms of such agreement shall survive and govern the parties' obligations as set forth in such agreement between the execution date thereof and the Effective Date. Although State may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof. Typewritten or handwritten additions, initiated by both parties, shall supersede any pre-printed provisions of this Agreement. Subject to the foregoing, each Solution Orders and Services Orders hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Agreement.

17.12 Amendment. This Agreement 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 State, then State must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to this Agreement must be in writing and fully executed by duly authorized representatives of State and the Contractor.

17.13 Severability. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if any provision contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject, or otherwise unenforceable, such provision shall be construed by the appropriate judicial body by limiting or reducing it or them so as to be enforceable to the maximum extent compatible with the Applicable Law.

17.14 Time is of the Essence. Time is of the essence with respect to Contractor's performance of the terms of this Agreement. Contractor shall ensure that all personnel providing Software, Licenses and Services to State are responsive to State's requirements and requests in all respects.

17.15 Independent Contractor. Contractor and all Contractor Personnel are independent contractors and neither Contractor nor any Contractor Personnel shall be deemed an employee of State. Contractor is and shall remain the employer of all Contractor Personnel and shall be solely responsible for the employment, training, and payment of salaries, wages, bonuses, benefits (including health insurance, retirement and other similar benefits, if any) and other compensation, of all Contractor Personnel. Contractor shall be responsible for the payment of all federal, state, and local withholding taxes and workers compensation, and, at the reasonable request of State, Contractor shall provide to State evidence that all of such payments have been made. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither Contractor nor any Contractor Personnel shall have the right to bind State to any contract, agreement, or obligation.

17.16 Joint/Several Liability. If the Contractor is a joint entity, consisting of more than one Person, all such Persons shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations. Contractor acknowledges and agrees that that the liability of each State Entity shall be several and not joint.

17.17 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Contractor and State any rights or remedies under or by reason of this Agreement.

17.18 Survival. All provisions of this Agreement that, by their terms, are intended to survive shall expressly survive any termination or expiration of this Agreement, including Section 3, Section 11, Section 12, Section 14 and Section 15.

17.19 Publicity. 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. Notwithstanding the foregoing, the Contractor Parties each agree that no acknowledgment or other information concerning the Agreement or the Services and/or Deliverables provided hereunder will be made public by the Contractor Parties without the prior written agreement of State. Further, the Contractor Parties shall not use State's, any other State Entities' name, photographs, logo, trademark, or other identifying characteristics without the applicable State Entity's prior written approval.

17.20 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 this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency.

17.21 Interpretation: Intent of References to Bid Documents. Whenever any provision of this Agreement uses the term "including" (or "includes"), such term shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitations" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term "including" (or "includes"). The words "herein," "hereby," "hereunder," "hereof," and other equivalent words shall refer to this Agreement in its entirety and not solely to the particular portion of this Agreement in which any such word is used. All definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders. The references to the parties' obligations, which are contained in this Agreement, are intended to supplement or clarify the obligations as stated in the eRFP and Contractor's eRFP Response. The failure of the parties to make reference to the terms of the eRFP or Contractor's eRFP Response in this Agreement shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the eRFP and the

Contractor's eRFP Response. The contractual obligations of any State Entity cannot be implied from Contractor's eRFP Response.

17.22 Force Majeure. Neither party shall be liable for, or be in breach of this Agreement because of, any delay or failure to perform its obligations under this Agreement or thereunder resulting from any acts of God, war, insurrection, terrorism or the public enemy (collectively, "FM Events"). A party that experiences a FM Event shall give the other party prompt written notice of the FM Event. The affected party shall use reasonable efforts to work around or to overcome the FM Event and to resume full performance under this Agreement as soon as practicable. Occurrence of FM Events will not excuse the backup and disaster recovery obligations of Contractor. Contractor will follow normal procedures for classification, resolution, resolution and escalation of incidents, even if the incident is caused by an FM Event. If an FM Event causes a material failure or delay in the performance of any applications or services for more than five (5) consecutive days, State may, at its option, and in addition to any other rights State may have, procure such applications or services from an alternate source until Contractor is again able to provide them, and Contractor shall be liable for all payments made and costs incurred by State required to obtain such applications and services from such alternate source during such period. If an FM Event causes a material failure or delay in the performance of any application or services for more than thirty (30) consecutive days, State may, at its option, and in addition to any other rights they may have, immediately terminate each affected Schedule and Services Order without liability to Contractor. State shall not be required to pay the fees that may have otherwise been payable for any period of time in which any substantial part of the Solution and Services are not provided as a result of an FM Event.

17.23 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17.24 State Entity Representative. Notwithstanding anything contained in this Agreement to the contrary, each of the State Entities other than State hereby appoint State to serve as their representative and State accepts such appointment, to act for and on behalf of such State Entities with respect to this Agreement. Each of the State Entities acknowledges and agrees that any decision, act, consent, or instruction taken or given by State pursuant to this Agreement shall be and constitute a decision, act, consent or instruction of all State Entities and shall be final, binding, and conclusive upon the State Entities, and Contractor and its Affiliates may rely upon any such decision, act, consent or instruction of State on behalf of the other State Entities. The State Entities hereby agree to release State from and waive any and all claims and liabilities based on any claim that an action authorized hereunder to be taken by the State on behalf of the other State Entities is not binding on, or enforceable against, any such State Entity.

17.25 Order of Precedence. In the case of any inconsistency or conflict among the specific provisions of this Agreement (as amended), the Exhibits attached hereto, the eRFP (including any subsequent addenda), Contractor's eRFP Response, and the Documentation, the order of precedence shall be, notwithstanding any terms that may be contained in the eRFP, Contractor's eRFP Response, or the Documentation (including any statement that purports to change the order of precedence described herein, incorporate additional or inconsistent terms, or amend documents having precedence), as follows:

17.25.1 First, by giving precedence to the specific provisions of this Agreement.

17.25.2 Second, by giving precedence to the specific provisions of the Exhibits attached hereto.

17.25.3 Third, by giving precedence to the specific provisions of the eRFP.

17.25.4 Fourth, by giving precedence to the specific provisions of the Contractor's eRFP Response, except that objections or amendments by a Contractor contained in Contractor's eRFP Response that have not been expressly accepted by State in writing shall not be included in this Agreement and shall be given no weight or consideration.

18. DEFINITIONS AND INDEX OF PREVIOUSLY DEFINED TERMS.

This Section 18 provides definitions for capitalized terms used but not previously defined in this Agreement and indexes capitalized terms used and previously defined in the Section in which they first appear as indicated by bold type. The definitions in this Section apply to such capitalized terms in both their singular and plural forms. This Section 18 does not apply to those terms capitalized only to comply with grammatical conventions.

- 18.1 **“Abandon”** and **“Abandonment”** have the meanings set forth in Section 16.8.
- 18.2 **“Acceptance Test”** is defined in Section 9.
- 18.3 **“Acceptance Test Plan”** is defined in Section 9.
- 18.4 **“Agreement”** is defined in the Initial Paragraph of this Agreement.
- 18.5 **“Applicable Law”** means all applicable provisions of any constitution, statute, common law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted or issued by any Governmental Authority or arbitrator or arbitration panel.
- 18.6 **“Application Programs”** is defined in Section 2.1.1(ii).
- 18.7 **“Authorized Recipients”** means those employees, consultants or agents of the Receiving Party to whom disclosure is required to carry out this Agreement and any Order hereunder and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement (including, but not limited to an undertaking to implement and maintain appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and availability of Regulated Information) but shall expressly exclude such individuals or entities as may, at the election of the parties, be identified on a list bearing the signatures of the parties and attached to and incorporated into this Agreement.
- 18.8 **“Bankruptcy Code”** is defined in Section 3.1.4.
- 18.9 **“Breach Incident”** is defined in Section 7.2.2(b).
- 18.10 **“Change Control Form”** is defined in Section 5.2.
- 18.11 **“Change Order”** is defined in Section 5.2.
- 18.12 **“Change Request”** is defined in Section 5.2.
- 18.13 **“Change Response”** is defined in Section 5.2.
- 18.14 **“Confidential Information”** is defined in Section 11.1.
- 18.15 **“Configuration Services”** means the services described in Section 4.1.
- 18.16 **“Contractor”** is defined in the initial paragraph of this Agreement.
- 18.17 **“Contractor Affiliates”** means those entities that are: (a) directly or indirectly, through one or more intermediaries, controlled by Contractor, whether such control is effective by ownership of equity interests, contract or otherwise; and (b) expressly identified by Contractor to State and State agrees to their inclusion on Exhibit D.

18.18 **"Contractor Computer Systems"** is defined in Section 11.7.1.

18.19 **"Contractor's eRFP Response"** means Contractor's submission in response to the eRFP including all materials submitted in connection therewith and, for the avoidance of doubt, all responses to the Mandatory Response Worksheet, questionnaires, and other attachments or links released with the eRFP, a copy of which is attached hereto as Exhibit A.

18.20 **"Contractor Licensed Programs"** means those Licensed Programs identified on the applicable Solution Order as being licensed by Contractor.

18.21 **"Contractor Parties"** is defined in Section 7.3.2.

18.22 **"Contractor Personnel"** is defined in Section 6.2.

18.23 **"Contractor Products"** is defined in Section 12.1.

18.24 **"Contractor Relationship Manager"** is defined in Section 6.1.

18.25 **"Contractor Solution Partner"** is defined in Section 1.3.

18.26 **"Contractor System Proposal"** is defined in Section 4.1.2.

18.27 **"County"** means the 159 counties of the State of Georgia.

18.28 **"Crisis"** means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Solution or Services and any additional applications provided by Contractor to State becoming unavailable for a significant amount of time

18.29 **"Critical Milestone"** means those critical delivery and implementation milestones specifically identified in Table A of Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.30 **"Deliverables"** is defined in Section 12.7.

18.31 **"Delivery & Acceptance Notice"** means a written notice substantially in the form of Exhibit I.

18.32 **"Derivative Works & Improvements"** has, collectively, the meaning ascribed to the term "derivative work" in Title 17 U.S.C., and "improvement" in Title 35 U.S.C., but in all events shall apply to additions, changes, or other statutorily specified new material appearing for the first time in the applicable item or work hereunder.

18.33 **"Designated Licensed Programs"** is defined in Section 4.1.1.

18.34 **"Disabling Procedures"** means any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Services and Deliverables, any hardware, data or other electronically stored information, or computer programs or systems.

18.35 **"Disaster Recovery Plan"** is defined in Section 11.8.

18.36 **"Disclosing Party"** is defined in Section 11.1.

18.37 **"Discounts"** shall mean the discounts set forth in the Fee Schedule.

18.38 **“Documentation”** means all written materials related to any Services or Deliverables (including any component of any Solution) that are supplied by Contractor to State hereunder, including any and all installer's, operator's and user's manuals, training materials, guides, functional and/or technical specifications, commentary, listings and other materials, (including all materials describing interoperability with other hardware or software), in any or all media, for use in conjunction with the applicable Services or Deliverables (including any component of any Solution), in all cases in sufficient form and content to allow for first and frontline personnel comprehension thereof. If such Deliverables are discrete computer software applications, Documentation shall include such reasonable descriptions as would allow a third party of reasonable skill and experience in information technology to operate, maintain, customize and parameterize such Deliverables and their related Source Code.

18.39 **“Effective Date”** is defined in the initial paragraph of this Agreement.

18.40 **“Equipment”** is defined in Section 2.1.1(iv).

18.41 **“Equipment Charge”** is defined in Section 10.1.8.

18.42 **“Extended Warranty”** is defined in Section 4.2.

18.43 **“eRFP”** is defined in Section 1.1.

18.44 **“Fee Schedule”** is defined in Section 10.1.

18.45 **“Final Acceptance”** means the receipt by Contractor of written notification from State that all Services and Deliverables under a given Services Order have been reviewed and tested by State as a whole and found to: (a) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by subsequent mutual written agreements between the parties; and (b) conform to Contractor's representations and warranties in this Agreement.

18.46 **“FM Events”** is defined in Section 17.22.

18.47 **“Functional Requirements”** is defined in Section 4.1.1.

18.48 **“Fund”** is defined in Section 15.3.

18.49 **“Generally Accepted Accounting Principles”** means United States generally accepted accounting principles.

18.50 **“Governmental Authority”** means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body.

18.51 **“Guaranteed Functionality”** is defined in Section 1.2.

18.52 **“Guaranteed Performance”** is defined in Section 1.2.

18.53 **“Impact Analysis”** is defined in Section 5.3.

18.54 **“Indemnified Parties”** is defined in Section 15.1.

18.55 **“Initial Acceptance”** means the receipt by Contractor of written notification from State that any particular Services or Deliverables under a given Services Order have been reviewed and/or tested by State and found to: (i) substantially conform to the Specifications and descriptions set forth in such Services Order and any exhibits thereto, as such Specifications and descriptions may be specifically amended by

subsequent mutual written agreements between the parties and (ii) conform to Contractor's representations and warranties in this Agreement.

18.56 **"Initial Term"** is defined in Section 16.1.

18.57 **"Installation Deadline"** is defined in Section 2.1.3.

18.58 **"Installation Event"** is defined in Section 2.1.3.

18.59 **"Installation Plan"** is defined in Section 2.1.3.

18.60 **"Intellectual Property Rights"** means all right, title and interest, including all copyright rights, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof) and trademark rights as well as all proprietary rights (including Trade Secrets) and moral rights (including the rights of authorship and attribution and subsequent modification) throughout the world whether under the laws of the United States, any of its several states or any foreign jurisdiction and whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

18.61 **"Interest Rate"** means the lesser of eighteen percent (18%) or the maximum rate permitted by Applicable Law.

18.62 **"Interruption"** means any material, or continuing, or repeated suspension or interruption in the supply of the Solution or Services by or on behalf of Contractor to State, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Solution or Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

18.63 **"Key Personnel"** is defined in Section 6.5.

18.64 **"Licensed Programs"** means all operating system software and other software programs (including all Contractor Licensed Programs and Third Party Licensed Programs) provided by Contractor hereunder.

18.65 **"Major Revisions"** is defined in Section 2.3.

18.66 **"Maintenance Services"** is defined in Sections 2.1.1(v).

18.67 **"Mandatory Requirements"** is defined in Section 1.2.

18.68 **"Milestone Payment"** is defined in Section Error! Reference source not found..

18.69 **"Milestone Deadline"** means each of the dates listed in the "Milestone Deadline" column of the tables set forth on Appendix A to Attachment 4 of Solution Order No. 1 (Milestones).

18.70 **"Non-Infringement Warranty"** is defined in Section 14.1.5(c).

18.71 **"Operating Program"** is defined in Section 2.1.1(iv).

18.72 **"OSS"** is defined in Section 12.9.

18.73 **"Output"** is defined in Section 12.1.

18.74 **“Performance Levels”** is defined in Section 8.1.

18.75 **“Performance Requirements”** is defined in Section 4.1.1.

18.76 **“Person”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust, or other entity of any nature.

18.77 **“Pilot Election”** means the pilot election to be administered on November 5, 2019 in up to 6 Counties (exact Counties to be determined by mutual agreement), including the coding of election database (and additional training needed in connection therewith), training of personnel including poll-workers of the Counties hosting the Pilot Election, logic and accuracy testing at each of the participating State Sites, election day support at the participating State Sites, and post-Pilot Election auditing and validation of results.

18.78 **“Privacy Regulations”** is defined in Section 11.5.

18.79 **“Project Manager”** is defined in Section 6.4.

18.80 **“Proprietary Materials”** means: (a) all runtime and non-runtime machine-readable, executable object code, human readable source code, in any language whatsoever (including HTML, CGI, XML, Java, Visual Basic and C) and on any operating or database platform, system or environment whatsoever (including Windows, Unix, Linux, DB2, J2EE, Oracle, SQL or any mainframe) as well as all computer system designs, user interfaces, commented source code, explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, control logic and other computer formatting, programming or scripting code; (b) all inventions and discoveries, whether or not patentable, reduced to practice or recorded in a medium; (c) all published and unpublished works of authorship including audio-visual works, “look and feel,” artwork, illustrations, images, photographs and printed or graphic matter; (d) all tangible materials, including all prototypes, models, designs, files, templates libraries (.dll or otherwise), tools, graphics, screen displays and/or their other user interface components or “look and feel” (as that phrase is understood and applied under Title 17 U.S.C.), creative content, algorithms, formulae data, information, reports and technologies; (e) business and technical requirements and system designs and architectures in any form or medium.

18.81 **“Receiving Party”** is defined in Section 11.1.

18.82 **“Regulated Information”** is defined in Section 11.5.

18.83 **“Regulation Compliant”** is defined in Section 14.1.13.

18.84 **“Renewal Period”** is defined in Section 16.1.

18.85 **“Residuals”** means any information in intangible form that is not protectable under copyright or patent law, or protected as a trade secret or other intellectual property right including any ideas, concepts, know-how or techniques contained therein.

18.86 **“Revision”** is defined in Section 2.3.

18.87 **“Security Breach”** means (i) unauthorized physical or technical access to any Contractor Computer System; (ii) any circumstance that may constitute or result in, any unlawful or unauthorized acquisition, access, loss, theft, use or disclosure of any Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties; (iii) any breach or attempted breach of the security of any Confidential Information, Regulated Information, or State Data, or of any of the controls of any of the Contractor Parties intended to protect the same; or (iv) any other circumstances or events that

could compromise the privacy or security of any of the Confidential Information, Regulated Information, or State Data in the possession of any of the Contractor Parties.

18.88 **"Service Level Agreements"** means the service levels to be maintained by Contractor throughout the Term as more fully described in a Services Order or Services Order Attachment.

18.89 **"Services"** is defined in Section 2.1.1.

18.90 **"Services Order"** means a written instrument signed by an authorized signatory of a State Entity and an authorized representative of Contractor substantially in the form of Exhibit C. Such Services Order will include any requirements, considerations, or objectives which differ from the general provisions of this Agreement and not otherwise address in a Solution Order; for example, the intent of the parties with respect to any rights to particular developments (intellectual property), specific Milestone Events and/or Milestone Dates and/or quality and warranty considerations, special fees, and all such other particular objectives, considerations, or requirements in conjunction with the delivery of Services by Contractor. Except as otherwise specifically provided in such Services Order, each Services Order shall be governed by the terms of this Agreement.

18.91 **"Services Order Attachment"** is defined in Section 4.4.

18.92 **"Site Specifications"** means the reasonable environmental specifications as relate to utilities, temperature, and humidity conditions, which Contractor suggests are maintained at the State Sites for efficient operation and use of the Solution at those State Sites.

18.93 **"Software"** is defined in Section 2.1.1.

18.94 **"Solution"** is defined in Section 1.1.

18.95 **"Solution Order"** is defined in Section 2.1.1.

18.96 **"Source Code"** means a copy of the complete source code corresponding to the object code of a given Deliverable, as applicable, plus any pertinent commentary or explanation (including any and all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures, and control logic) that may be necessary to render such source code understandable and useable by a reasonably trained computer-programming expert who is generally familiar with information technology systems in the financial and banking sectors. The source code shall include all Documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of such source code. Insofar as the development environment employed for the development, maintenance, and implementation of any source code includes any device, programming, or Documentation not commercially available to State on reasonable terms through readily known sources other than Contractor, the source code shall include all such devices, programming, or Documentation. The foregoing reference to "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Contractor for the development, maintenance, and implementation of the applicable source code.

18.97 **"Special Programs"** is defined in Section 2.1.1(ii).

18.98 **"Specifications"** means the technical and business requirements of State described in a given Solution Order or Services Order, including all technical detail and design specifications, functionality matrices, requirements definition, request for proposals, proposals, gap analysis, requirements for project management, relevant project considerations, objectives, Milestone Events and/or Milestone Dates, and Performance Levels set forth therein.

18.99 **“Specifications Warranty”** is defined in Section 14.1.12(b).

18.100 **“State”** is defined in the initial paragraph of this Agreement.

18.101 **“State Contractor”** means any individual, corporation, limited liability company, partnership, limited partnership, business trust or other business organization duly recognized under the laws of its applicable jurisdiction that provides services to State or any other State Entity.

18.102 **“State Data”** is defined in Section 12.3.

18.103 **“State Entity”** means the State and the Counties.

18.104 **“State Relationship Managers”** is defined in Section 6.1.

18.105 **“State Site”** means the 159 locations of the State Entities at which the Solution is to be implemented and such other locations as may be designated by State from time to time.

18.106 **“Support Services”** is defined in Section 2.1.1(iii).

18.107 **“SVS”** is defined in Section 1.1.

18.108 **[Reserved].**

18.109 **“Term”** is defined in Section 16.1.

18.110 **“Termination Assistance”** is defined in Section 16.6.

18.111 **“Termination Assistance Period”** is defined in Section 16.7.

18.112 **“Third Party Licensed Programs”** means those Licensed Programs identified on the applicable Solution Order as being licensed by a Contractor Solution Partner.

18.113 **“Third Party Materials”** means all Proprietary Materials the Intellectual Property Rights for which are owned, by an individual or entity other than State Entities) and Contractor (including Contractor Affiliates).

18.114 **“Trade Secrets”** means any business, scientific or technical data, information, design, process, procedure, formula, or improvement that is commercially valuable to either party and is not generally known in the industry. Each party acknowledges that the Trade Secrets of the other party have been developed by that party at great expense and with the considerable effort of skilled professionals. Each party also acknowledges that the Services and Deliverables under this Agreement may of necessity incorporate Trade Secrets.

18.115 **“Training Services”** is defined in Section 4.2.

18.116 **“Transfer Control Laws”** is defined in Section 7.3.2.

18.117 **“Transition Plan”** is defined in Section 16.6.

18.118 **“Upgraded Solution”** is defined in Section 2.3.

[This space intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties have caused this Master Solution Purchase and Services Agreement to be executed by their duly authorized representatives as of the date first written above.

STATE OF GEORGIA OFFICE OF THE SECRETARY OF STATE	Dominion Voting Systems, Inc.
By:  Name: <u>BRAD RAFFENSPERGER</u> Title: <u>SECRETARY OF STATE</u> Date: <u>8/12/2019</u>	By:  Name: <u>John Poulos</u> Title: <u>President & CEO</u> Date: <u>7/29/2019</u>
By:  Name: <u>Gabriel Sterling</u> Title: <u>Chief Operating Officer</u> Date: <u>8/9/2019</u>	



Fulton County, GA

October 29, 2025

Q00014292

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Consumables/Parts					
Security Ballot Stock (500). 8.5" x 11". 80# text. GA watermark. Rolland Votesecur SL GR White. Infrared (IR). Wrapped.	May 19, 2026 - General Primary	144-000112	700	\$65.00	\$45,500.00
				Sub-Total	\$45,500.00
Estimated Shipping					
Shipping (estimated)		S90000	1	\$1,200.00	\$1,200.00
				Sub-Total	\$1,200.00
Purchase Sub-Total					
					\$46,700.00
Purchase Total					
					\$46,700.00

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)



Fulton County, GA

October 29, 2025

Q00014293

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Consumables/Parts					
Security Ballot Stock (500). 8.5" x 11". 80# text. GA watermark. Rolland Votesecur SL GR White. Infrared (IR). Wrapped.	June 16, 2026 - General Primary Runoff	144-000112	300	\$65.00	\$19,500.00
				Sub-Total	\$19,500.00
Estimated Shipping					
Shipping (estimated)		S90000	1	\$650.00	\$650.00
				Sub-Total	\$650.00
Purchase Sub-Total					
Purchase Total					
\$20,150.00					

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)



Fulton County, GA

October 29, 2025

Q00014294

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Consumables/Parts					
Security Ballot Stock (500). 8.5" x 11". 80# text. GA watermark. Rolland Votesecur SL GR White. Infrared (IR). Wrapped.	November 3, 2026 - General Election	144-000112	800	\$65.00	\$52,000.00
					Sub-Total \$52,000.00
Estimated Shipping					
Shipping (estimated)		S90000	1	\$1,350.00	\$1,350.00
					Sub-Total \$1,350.00
Purchase Sub-Total					\$53,350.00
Purchase Total					\$53,350.00

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)



Fulton County, GA

October 29, 2025

Q00014295

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
Consumables/Parts					
Security Ballot Stock (500). 8.5" x 11". 80# text. GA watermark. Rolland Votesecur SL GR White. Infrared (IR). Wrapped.	December 3, 2026 - General Election Runoff	144-000112	200	\$65.00	\$13,000.00
					Sub-Total \$13,000.00
Estimated Shipping					
Shipping (estimated)		S90000	1	\$475.00	\$475.00
					Sub-Total \$475.00
					Purchase Sub-Total \$13,475.00
					Purchase Total \$13,475.00

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional. Consumable items are available for return 30 days from delivery.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0060

Meeting Date: 2/4/2026

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, SWC# 99999-001-SPD0000211-0002, Printing Services in the amount of \$210,346.07 with Moore Partners, Inc. dba More Business Solutions (Peachtree Corners, GA) to provide printing services for the preparation and operation of General Primary Election/Nonpartisan Election and Runoff Elections. Effective upon approval through July 31, 2026.

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

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 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	<input checked="" type="checkbox"/>
District 1	<input type="checkbox"/>
District 2	<input type="checkbox"/>
District 3	<input type="checkbox"/>
District 4	<input type="checkbox"/>
District 5	<input type="checkbox"/>
District 6	<input type="checkbox"/>

Is this a purchasing item?

Yes

Summary & Background: To provide printing services for the Public Service Commission General / Municipal General and Runoff Elections.

Scope of Work: This contract will provide various printing services such as printing of supply request forms; oath of consolidation; notice of hearings; chain of custody, etc. These forms are essential to the preparation and operation of elections.

Community Impact: Registration and Elections staff is not aware of any community impact.

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

Project Implications: The approval of this statewide contract to provide printing services will ensure the Department to follow state election laws.

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

Department Issues/Concerns: The Department has no issues or concerns with this request.

Contract Modification: New Procurement

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: More Business Statewide Contract

Exhibit 2: More Business Quote

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: \$210,346.07

TOTAL: \$210,346.07

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:

100-265-2654-1459: General, Registration & Elections, Printing Services - \$152,984.66

Funding Line 2:

100-265-2655-1459: General, Registration & Elections, Printing Services - \$57,361.41

Key Contract Terms	
Start Date: Upon approval	End Date: 7/31/2026
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: N/A



**CONTRACT AMENDMENT # 2
RENEWAL # 2
REMAINING RENEWALS # 4**

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:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	MOORE PARTNERS INC
Contract Number:	99999-001-SPD0000211-0002
Contract Description:	Commercial Printing Services
Contract Start Date:	07/17/2023
Current Contract Term:	08/01/2024 – 07/31/25

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

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

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

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	08/01/2025
End Date of New Contract Term:	07/31/2026

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: 99999-001-SPD0000211-0002

2. **PRICING:** The pricing for Rapid Copy Services offered under this Statewide Contract is hereby amended to reflect the pricing schedule shown in **Exhibit A**. A price increase of 4% will affect **all line items awarded to this supplier under Category 3 – Rapid Copy Services**.
3. **EFFECTIVE DATE:** This amendment shall be effective on **August 1, 2025**
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **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)	Moore Partners, Inc dba More Business Solutions
Authorized Signature:	
Printed Name and Title of Person Signing:	Denise K. Roath / CEO
Date:	July 7, 2025
Company Address:	Suite 260, 5875 Peachtree Industrial Blvd. Peachtree Corners, Georgia 30092

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	7/29/2025
Company Address:	200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334-9010



Statewide Contract Information Sheet

Statewide Contract Number	99999-001-SPD0000211-0002	NIGP Code	96676
Name of Contract	Rapid Copy and Digital Printing Services		
Effective Date	August 01, 2023	Expiration Date	July 31, 2025

Contract Table of Contents

Suppliers Awarded	More Business Solutions	Contract Information:	Convenience Contract
Contract Information for Supplier			Page Number
<u>More Business Solutions</u>			<u>2</u>
Additional Contract Information			
<u>Contract Renewals/ Extensions/ Changes</u>			<u>3</u>
<u>Item Schedule</u>			<u>4</u>
<u>Ordering Instructions</u>			<u>5</u>
<u>DOAS Contact Information</u>			<u>6</u>



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000211-0002
PeopleSoft Supplier Number	0000358904
Supplier Name & Address	
More Business Solutions Suite 140, 3000 Northwoods Pkwy. Norcross, GA 30071	
Contract Administrator	
Eleanor Roath Telephone: 770-225-0321 Fax: 770-225-5808 Email: eleanorroath@morebizz.net	
Contact Details	
Ordering Information	Please reference pg. 5.
Remitting Information	3000 Northwoods Parkway Suite 140 Norcross, GA 30071
Delivery Days	Customizable to order. Contact Contract Administrator.
Discounts	Customizable to order. Contact Contract Administrator.
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



Item Schedule

Category 1 - Long Run Commercial Printing Services

Category 2 – Short Run Commercial Printing Services

Category 3 – Rapid Copy Services



Ordering Instructions

More Business Solutions webpage: www.morebizz.net

Phone main number: 770-225-0321

Team Georgia Service Leader:

Eleanor Roath - Associate VP

leanorroath@morebizz.net

Phone: 770-225-5860

Team Georgia Technical Assistance

Seth Caldwell -Technology Manager

sethcaldwell@morebizz.net

Phone: 770-225-5816

To request a quote: Print-Georgia.com or StateSupport@morebizz.net

Phone: 770-225-5858

To place an order: Print-Georgia.com or StateSupport@morebizz.net

Phone: 770-225-5858



Renewals/Extensions

Current Term Start Date: 08/1/2023.

Renewal#1 Amendment#1 08/1/2024 - 7/31/2025

DOAS Contact Information

Thomas J. Nickson

Contract Management Specialist

Email: thomas.nickson@doas.ga.gov

Telephone: 404-463-0218

For Team Georgia Marketplace question(s)

Procurement Help Desk

Telephone: (404) 657-6000

Fax: (404) 657-8444

Email: procurementhelp@doas.ga.gov

Note: For product and ordering information see Supplier Information Sheet



**CONTRACT AMENDMENT # 1
RENEWAL # 1
REMAINING RENEWALS # 5**

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:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	MOORE PARTNERS INC
Contract No.:	99999-001-SPD0000211-0002
Solicitation No./Event ID:	SPD0000211
Solicitation Title/Event Name:	Commercial Printing Services
Contract Award Date:	07/17/2023
Current Contract Term:	08/01/2023 – 07/31/2024

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

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

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	08/01/2024
End Date of New Contract Term:	07/31/2025

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

CONTRACT NUMBER: 99999-001-SPD0000211-0002

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)	MOORE PARTNERS, INC
Authorized Signature:	
Printed Name and Title of Person Signing:	HOWARD ROATH, CFO, COO
Date:	MAY 31, 2024
Company Address:	5875 PEACHTREE INDUSTRIAL BLVD., STE 260 PEACHTREE CORNERS, GA 30092

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	6/20/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1808, West Tower Atlanta, Georgia 30334-9010



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/24/2025

Quote Reference: June 2026 Election

Customer ID: FULT006

Quotation For

Marcia Ridley

Fulton County Elections - Elections Division
marcia.ridley@fultoncountyga.gov

404-612-7020

Quotation valid until: 12/24/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
1,800	Poll Worker Manual: 166 text pages, 24# text, 4/4; Front Cover 4/4, 80# gloss cover; Back Cover 4/0, 80# gloss cover; 12 tabs, black ink, one side; plastic coil finish	\$ 13.98	No	\$ 25,164.00
1,800	Training Class Materials: 162 pages, 4/0, 24# text; Front Cover 4/0, 65# Astrobright Cover; Back Cover no print, 65# Astrobright Cover; 6 tabs, black ink, one side; plastic coil finish	\$ 12.26	No	\$ 22,068.00
160	Field Service Technician Training: 55 pages, 4/4 NO bleed, 24# text, 11 x 8.5 final size (landscape), plastic coil finish with clear acetate front and black back	\$ 9.4801	No	\$ 1,516.82
160	Poll Managers Election Day Quick At A Glance : 108 pages, 4/4, 24# text; Front Cover and back covers 4/0 black, 80# gloss cover; 20 Yellow cardstock dividers, no print; plastic coil finish	\$ 17.8500	No	\$ 2,856.00
1	Training Class documents		No	\$ 3,000.00

Notice and Disclaimer

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy.

Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Quotes are based on client-supplied, print-ready artwork. Changes to job specifications may result in revised pricing. Any changes would be communicated and approved by the client prior to production.

Estimated delivery times are subject to change based on material availability.

It is the buyer's responsibility to review the accuracy of the information outlined in this quote.

All postage quotes are estimates and could change upon list processing.

Estimate does not include any applicable taxes.

This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 54,604.82
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 54,604.82



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/24/2025

Quote Reference: June 2026 Election

Customer ID: FULT006

Quotation For

Marcia Ridley

Fulton County Elections - Elections Division
marcia.ridley@fultoncountyga.gov

404-612-7020

Quotation valid until: 12/24/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
1,800	Poll Worker Manual: 166 text pages, 24# text, 4/4; Front Cover 4/4, 80# gloss cover; Back Cover 4/0, 80# gloss cover; 12 tabs, black ink, one side; plastic coil finish	\$ 13.98	No	\$ 25,164.00
1,800	Training Class Materials: 162 pages, 4/0, 24# text; Front Cover 4/0, 65# Astrobright Cover; Back Cover no print, 65# Astrobright Cover; 6 tabs, black ink, one side; plastic coil finish	\$ 12.26	No	\$ 22,068.00
160	Field Service Technician Training: 55 pages, 4/4 NO bleed, 24# text, 11 x 8.5 final size (landscape), plastic coil finish with clear acetate front and black back	\$ 9.4801	No	\$ 1,516.82
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1	Training Class documents		No	\$ 3,000.00

Notice and Disclaimer

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Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

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This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 54,604.82
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 54,604.82



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/24/2025

Quote Reference: May 2026 Election

Customer ID: FULT006

Quotation For

Marcia Ridley

Fulton County Elections - Elections Division
marcia.ridley@fultoncountyga.gov

404-612-7020

Quotation valid until: 12/24/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
1,800	Poll Worker Manual: 166 text pages, 24# text, 4/4; Front Cover 4/4, 80# gloss cover; Back Cover 4/0, 80# gloss cover; 12 tabs, black ink, one side; plastic coil finish	\$ 13.98	No	\$ 25,164.00
1,800	Training Class Materials: 162 pages, 4/0, 24# text; Front Cover 4/0, 65# Astrobright Cover; Back Cover no print, 65# Astrobright Cover; 6 tabs, black ink, one side; plastic coil finish	\$ 12.26	No	\$ 22,068.00
160	Field Service Technician Training: 55 pages, 4/4 NO bleed, 24# text, 11 x 8.5 final size (landscape), plastic coil finish with clear acetate front and black back	\$ 9.4801	No	\$ 1,516.82
160	Poll Managers Election Day Quick At A Glance : 108 pages, 4/4, 24# text; Front Cover and back covers 4/0 black, 80# gloss cover; 20 Yellow cardstock dividers, no print; plastic coil finish	\$ 17.8500	No	\$ 2,856.00
1	Training Class documents		No	\$ 3,000.00

Notice and Disclaimer

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy.

Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Quotes are based on client-supplied, print-ready artwork. Changes to job specifications may result in revised pricing. Any changes would be communicated and approved by the client prior to production.

Estimated delivery times are subject to change based on material availability.

It is the buyer's responsibility to review the accuracy of the information outlined in this quote.

All postage quotes are estimates and could change upon list processing.

Estimate does not include any applicable taxes.

This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 54,604.82
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 54,604.82



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/25/2025

Quote Reference: April 2026 Election

Customer ID: FULT006

Quotation For

Tin Thai

Fulton County Elections

Tin.Thai@fultoncountyga.gov

Quotation valid until: 12/25/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
150	Ballot Recap MM November 2025 (150 Pages), 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Ballot Recap 2025 FC BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
150	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM November 2025 (150 Pages).pdf, 3 pt, color ink	\$ 1.1015	No	\$ 165.23
800	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf, 3 pt, color ink	\$ 0.7490	No	\$ 599.20
150	Poll Pad Recap Sheet FC MM November 2025 (150 Pages).pdf, 3 pt, black ink	\$ 0.6377	No	\$ 95.66
800	Poll Pad Recap Sheet FC 2025 BLANK.pdf, 3 pt, black ink	\$ 0.3480	No	\$ 278.40
150	Touchscreen Recap MM November 2025 (150 Pages).pdf, 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Touchscreen Recap 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
400	SCANNER RECAP 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4968	No	\$ 198.72
800	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
200	Pickup Sunday Checklist_11.2025.TT.pdf, 2 pt, color ink	\$ 0.7320	No	\$ 146.40
				\$ -

Notice and Disclaimer

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy.

Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

Quotes are based on client-supplied, print-ready artwork. Changes to job specifications may result in revised pricing.

Any changes would be communicated and approved by the client prior to production.

Estimated delivery times are subject to change based on material availability.

It is the buyer's responsibility to review the accuracy of the information outlined in this quote.

All postage quotes are estimates and could change upon list processing.

Estimate does not include any applicable taxes.

This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 2,756.59
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 2,756.59



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/25/2025

Quote Reference: June 2026 Election

Customer ID: FULT006

Quotation For

Tin Thai

Fulton County Elections

Tin.Thai@fultoncountyga.gov

Quotation valid until: 12/25/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
150	Ballot Recap MM November 2025 (150 Pages), 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Ballot Recap 2025 FC BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
150	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM November 2025 (150 Pages).pdf, 3 pt, color ink	\$ 1.1015	No	\$ 165.23
800	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf, 3 pt, color ink	\$ 0.7490	No	\$ 599.20
150	Poll Pad Recap Sheet FC MM November 2025 (150 Pages).pdf, 3 pt, black ink	\$ 0.6377	No	\$ 95.66
800	Poll Pad Recap Sheet FC 2025 BLANK.pdf, 3 pt, black ink	\$ 0.3480	No	\$ 278.40
150	Touchscreen Recap MM November 2025 (150 Pages).pdf, 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Touchscreen Recap 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
400	SCANNER RECAP 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4968	No	\$ 198.72
800	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
200	Pickup Sunday Checklist_11.2025.TT.pdf, 2 pt, color ink	\$ 0.7320	No	\$ 146.40
				\$ -

Notice and Disclaimer

Contract #: 99999-001-SPD0000211-0002 Commercial Printing Services Contract- Long Run, Short Run, Rapid Copy.

Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

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Estimate does not include any applicable taxes.

This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 2,756.59
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 2,756.59



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/25/2025

Quote Reference: March 2026 Election

Customer ID: FULT006

Quotation For

Tin Thai

Fulton County Elections

Tin.Thai@fultoncountyga.gov

Quotation valid until: 12/25/2025

Prepared by: Erica Justice

Comments or Special Instructions

Digital proof included

Quantity	Description	Unit Price	Taxable?	Amount
150	Ballot Recap MM November 2025 (150 Pages), 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Ballot Recap 2025 FC BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
150	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM November 2025 (150 Pages).pdf, 3 pt, color ink	\$ 1.1015	No	\$ 165.23
800	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf, 3 pt, color ink	\$ 0.7490	No	\$ 599.20
150	Poll Pad Recap Sheet FC MM November 2025 (150 Pages).pdf, 3 pt, black ink	\$ 0.6377	No	\$ 95.66
800	Poll Pad Recap Sheet FC 2025 BLANK.pdf, 3 pt, black ink	\$ 0.3480	No	\$ 278.40
150	Touchscreen Recap MM November 2025 (150 Pages).pdf, 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Touchscreen Recap 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
400	SCANNER RECAP 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4968	No	\$ 198.72
800	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
200	Pickup Sunday Checklist_11.2025.TT.pdf, 2 pt, color ink	\$ 0.7320	No	\$ 146.40
				\$ -

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EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 2,756.59
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 2,756.59



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/25/2025

Quote Reference: May 2026 Election

Customer ID: FULT006

Quotation For

Tin Thai

Fulton County Elections

Tin.Thai@fultoncountyga.gov

Quotation valid until: 12/25/2025

Prepared by: Erica Justice

Comments or Special Instructions

Quantity	Description	Unit Price	Taxable?	Amount
150	Ballot Recap MM November 2025 (150 Pages), 4 pt, black ink	\$ 0.6409	No	\$ 96.14
800	Ballot Recap 2025 FC BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
150	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION MM November 2025 (150 Pages).pdf, 3 pt, color ink	\$ 1.1015	No	\$ 165.23
800	EQUIPMENT CARRIER VOTING BOOTH SECURITY VERIFICATION 2025 BLANK.pdf, 3 pt, color ink	\$ 0.7490	No	\$ 599.20
150	Poll Pad Recap Sheet FC MM November 2025 (150 Pages).pdf, 3 pt, black ink	\$ 0.6377	No	\$ 95.66
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400	SCANNER RECAP 2025 BLANK.pdf, 4 pt, black ink	\$ 0.4968	No	\$ 198.72
800	Voting Equipment Exception Report - VEE REPORT – 20 BLANK.pdf, 4 pt, black ink	\$ 0.4503	No	\$ 360.24
200	Pickup Sunday Checklist_11.2025.TT.pdf, 2 pt, color ink	\$ 0.7320	No	\$ 146.40
				\$ -

Notice and Disclaimer

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This estimate is good for 30 days.

If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 2,756.59
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 2,756.59



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 10/30/2025

Quote Reference: 2026 Elections

Customer ID: FULT006

Quotation For

Sharon Benjamin
Fulton County Elections
Sharon.Benjamin@fultoncountyga.gov

Quotation valid until: 11/29/2025

Prepared by: Erica Justice

Comments or Special Instructions

Digital proof included

Quantity	Description	Unit Price	Taxable?	Amount
900	General Primary/Nonpartisan Election: Quick Tips: 73 pages, 4/4 NO bleed, 24# text, clear acetate, leatherette back, plastic coil, 8.5x11 final size	\$ 9.4236	No	\$ 8,481.24
900	General Primary/Nonpartisan Runoff Election: Quick Tips: 73 pages, 4/4 NO bleed, 24# text, clear acetate, leatherette back, plastic coil, 8.5x11 final size	\$ 9.4236	No	\$ 8,481.24
900	General Election/Special Election: Poll Worker Early Voting Manual: 122 pages, 4/4 NO bleed, 24# text, clear acetate, leatherette back, plastic coil, 8.5x11 final size	\$ 14.7265	No	\$ 13,253.85
900	General Elections/Special Elections Runoff: Poll Worker Early Voting Manual: 122 pages, 4/4 NO bleed, 24# text, clear acetate, leatherette back, plastic coil, 8.5x11 final size	\$ 14.7265	No	\$ 13,253.85
				\$ -
				\$ -
				\$ -
				\$ -

Notice and Disclaimer

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Vendor #: 0000358904 Moore Partners Inc. dba More Business Solutions

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If you have any questions concerning this quotation, please contact your Account Manager:

EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 43,470.18
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 43,470.18



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Quotation

Company Address- Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 12/18/2025

Quote Reference: 2026 Election Forms & Signs

Customer ID: FULT006

Quotation For

Corey Henson

Fulton County Elections

Corey.Henson@fultoncountyga.gov

Quotation valid until: 1/17/2026

Prepared by: Erica Justice

Comments or Special Instructions

Digital proof included

Quantity	Description	Unit Price	Taxable?	Amount
1,000	Absentee Ballot Box Transfer Form	\$ 1.0662	No	\$ 1,066.20
1,000	Chain of Custody In-house form	\$ 0.7966	No	\$ 796.60
1,000	Supply Request In-house form	\$ 0.7966	No	\$ 796.60
1,000	Chain of Custody - ADVANCE VOTING BLANK - 4 part	\$ 1.5627	No	\$ 1,562.70
600	Chain of Custody - BALLOTS - ELECTION DAY BLANK - 4 part	\$ 1.9008	No	\$ 1,140.48
600	Chain of Custody - MEMORY CARDS - ELECTION DAY BLANK - 4 part	\$ 1.9008	No	\$ 1,140.48
600	Report Totals Entry Form ALL -5 part-BLANK	\$ 1.5562	No	\$ 933.72
600	Emergency Voter List - Chain of Custody Instructions - Blank-2 part	\$ 0.6253	No	\$ 375.18
600	Check-In Checklist Updated 2024 (4 Color)	\$ 1.4563	No	\$ 873.78
2,000	Provisional Ballot Recap-4part-BLANK	\$ 0.9438	No	\$ 1,887.60
5,000	Numbered List of Provisional / Challenged Votes 4 part NCR	\$ 0.3758	No	\$ 1,879.00
600	Oath of Consolidation Assistants (Black ink)	\$ 0.3108	No	\$ 186.48
600	Oath of Clerks - CLERK OATH-99FC ALL-2PART Blank	\$ 0.6253	No	\$ 375.18
600	Oath of Manager - MANAGER OATH-10-2part(w-y)- Blank	\$ 0.6253	No	\$ 375.18
300	Attention Voter Discrepancy Provisional Ballot LARGE 11x17 (1 page) (Full Color) Card Stock	\$ 0.8709	No	\$ 261.27
300	QR Code Enter Sign 11x17 Large (1 page) (Full Color) Card Stock	\$ 0.8709	No	\$ 261.27
600	QR Code Exit Sign 11 x 17 Large (1 page) (Full Color) Card Stock	\$ 0.7055		\$ 423.30

Quantity	Description	Unit Price	Taxable?	Amount
600	Poll Watcher Guidelines LARGE 11x17 (1 page) (Full Color) Card Stock	\$ 0.7055	No	\$ 423.30
600	See Something Say Something Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.7055	No	\$ 423.30
600	No Cellphone No Photography (New) Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.7055	No	\$ 423.30
600	Attention Voter ID Law Requirement Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.7055	No	\$ 423.30
600	Become A Fulton County Poll Worker Flyer LARGE 11x17 (1 page) (Full Color) Card Stock	\$ 0.7055	No	\$ 423.30
50	Election Day polling location_signage_24x36_v2 Corrugated Plastic Full Color	\$ 39.40	No	\$ 1,970.00
740	Laminated Composite Ballot	\$ 2.2216	No	\$ 1,643.98
4	AV Supply & Equipment Receipt: 3-part NCR, full color, 8.5x11	\$ 66.92	No	\$ 267.68
4	ED Supply & Equipment Receipt: 4-part NCR, Full color, 4/0, 8.5x11	\$ 244.79	No	\$ 979.16
4	Sunday Pickup Supply & Equipment: 2-part NCR, full color, 8.5x11	\$ 237.20	No	\$ 948.80
600	Ballot Recap 2025 - 4part	\$ 1.2111	No	\$ 726.66
600	Chain of Custody - BALLOTS - ELECTION DAY- 4 part	\$ 1.8779	No	\$ 1,126.74
600	Chain of Custody - MEMORY CARDS - ELECTION DAY ALL -4 part	\$ 1.8779	No	\$ 1,126.74
300	ELECTION DAY CANCELLED VOTER LOG BLANK-2-PART	\$ 0.7907	No	\$ 237.21
600	ELECTION DAY CANCELLED VOTER LOG Nov 2025 - 2-Part	\$ 0.6164	No	\$ 369.84
600	Emergency Voter List - Chain of Custody Instructions - All-2part	\$ 0.6164	No	\$ 369.84
600	Oath of Clerks - CLERK OATH-99FC ALL-2PART	\$ 0.6164	No	\$ 369.84
600	Oath of Manager - MANAGER OATH-10-2part	\$ 0.6164	No	\$ 369.84
1,745	Provisional Ballot Recap-4part	\$ 0.9471	No	\$ 1,652.69
600	Report Totals Entry Form ALL 2025 -5part	\$ 1.5387	No	\$ 923.22
6,000	Fulton County Stickers perforated 500 stickers per roll	\$ 4.5500	No	\$ 27,300.00
200	Chain of Custody - ADVANCE VOTING BALLOT PICKUP AT CLOSING - 4pt	\$ 0.1465	No	\$ 29.30
1,000	Voted Ballot Removal Form Blank	\$ 1.5627	No	\$ 1,562.70
300	AIP Emergency Provisional COC BLANK-Nov 2025 -4Part	\$ 1.2873	No	\$ 386.19
200	AIP Emergency Provisional COC Nov 2025 - 4Part	\$ 1.5507	No	\$ 310.14
200	Oath of Clerks - CLERK OATH-99FC ALL-2PART	\$ 0.9436	No	\$ 188.72
200	Oath of Manager - MANAGER OATH-10-2part	\$ 0.9436	No	\$ 188.72
600	Important Notice to Voters LARGE 11x17 (1 page) (Full Color) Card Stock	\$ 0.6788	No	\$ 407.28
600	No Firearms LARGE 11x17 (1 page) (Full Color) Card Stock	\$ 0.6788	No	\$ 407.28
400	Service Animals Only - No Pets Allowed - Sign 8.5 x 11 (1 page) (Full Color) Card Stock	\$ 0.5519	No	\$ 220.76
400	Ballot Review Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.8194	No	\$ 327.76

Quantity	Description	Unit Price	Taxable?	Amount
1,000	Key Dates Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.6519	No	\$ 651.90
600	State of GA requires you to vote at precinct Large 11x17 (1 page) (Full Color) Card Stock	\$ 0.6788	No	\$ 407.28
800	Provisional Ballot Voting Guide: 8.5x11, 4 color, 2 sided, 24# text, 250 sheets per pad, glue and chipboard	\$ 13.54	No	\$ 10,828.00
800	Notice to Provisional Voter Station: 8.5x11, black ink, 20# text, 250 sheets per pad, glue and chipboard	\$ 9.83	No	\$ 7,864.00
800	Provisional Contact Information: 8.5x11, black ink, 24# Cosmic Orange text, 250 sheets per pad, glue and chipboard	\$ 28.42	No	\$ 22,736.00
400	Affidavit Forms: 8.5x11, 4 color, 250 sheets per pad, glue and chipboard	\$ 13.3900	No	\$ 5,356.00
130,000	MVP & Absentee Info Flyer: 3.67 x 8.5 flyer, full color, 2 sides, card stock, wrap in 50s	\$ 0.0515	No	\$ 6,695.00
				\$ -

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EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 115,400.79
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 115,400.79



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Quotation

Company Address - Main Location

5875 Peachtree Industrial Blvd. Suite 260
Peachtree Corners, Georgia 30092
Phone: 770.225.0321

Date: 11/26/2025

Quote Reference: Voter Education Collateral 2026

Customer ID: FULT006

Quotation For

LaShandra Little
Fulton County Elections
Lashandra.Little@fultoncountyga.gov
(404) 612-7076

Quotation valid until: 12/26/2025

Prepared by: Erica Justice

Comments or Special Instructions

Digital proof included

Quantity	Description	Unit Price	Taxable?	Amount
1,000	Early Voting Outreach Locations: full color, one side, 80# cover, 8.5x11 final size	\$ 0.3168	No	\$ 316.80
3,500	Early Voting Flyer: full color, one side, 80# cover, 8.5x11 final size	\$ 0.2293	No	\$ 802.55
8,000	Key Dates: full color, one side, 80# cover, 8.5x11 final size	\$ 0.2078	No	\$ 1,662.40
5,000	Races on the Ballot: full color, one side, 80# cover, 8.5x11 final size	\$ 0.2276	No	\$ 1,138.00
500	Elections Academy: full color, one side, 80# cover, 8.5x11 final size	\$ 0.3739	No	\$ 186.95
1,000	Senior Activity Book: 12 pages, full color with bleed, 100# uncoated cover + 70# text, saddle stitch, 8.5x11 final size	\$ 2.2003	No	\$ 2,200.30
1,000	Kids Activity Book: 8 pages, full color with bleed, 100# uncoated cover + 70# text, saddle stitch, 8.5x11 final size	\$ 1.8334	No	\$ 1,833.40
500	Voter Activity Book: 12 pages, full color with bleed, 100# uncoated cover + 70# text, saddle stitch, 8.5x11 final size	\$ 2.3157	No	\$ 1,157.85

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EricaJustice@morebizz.net

770-225-5833

Thank you for your business!

Subtotal	\$ 9,298.25
Tax Rate	0.00%
Sales Tax	\$ -
TOTAL	\$ 9,298.25



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0061

Meeting Date: 2/4/2026

Department

Registration & Elections

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

Request approval of a statewide contract - Registration & Elections, State of Georgia Contract no. 47800-SOS0000041, Security Seals in the amount of \$136,000.00 with Intab, LLC. (Morrisville, NC) to provide security seals for the General Primary Election / Nonpartisan Election and Runoff Elections and the General Election / Special Election and Runoff Elections. Effective upon BOC approval through November 6, 2026.

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

In accordance with Purchasing Code Section 102-462, 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: To provide security seals for the General Primary Election / Nonpartisan Election and Runoff Elections and the General Election / Special Election and Runoff Elections.

Scope of Work: This contract will provide security seals for voting equipment and follow the State Elections requirements.

Community Impact: Registration and Elections staff is not aware of any community impact.

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

Project Implications: The approval of this statewide contract to provide security seals will ensure the Department to follow state election laws.

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

Department Issues/Concerns: The Department has no issues or concerns with this request.

Contract Modification: New Procurement

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

Not Applicable

Exhibits Attached

Exhibit 1: State of Georgia Contract no. 47800-SOS0000041

Exhibit 2: Quotes

Contact Information

Nadine Williams, Director, Registration and Elections, 404-612-7120

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$136,000.00
TOTAL:	\$136,000.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/> Cash
Match Required:	<input type="checkbox"/> In-Kind

Start Date:

Approval to Award

End Date:

Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2654-1462: General, Registration & Elections, Office Supplies - \$68,000.00

Funding Line 2:

100-265-2653-1462: General, Registration & Elections, Office Supplies - \$68,000.00

Key Contract Terms

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

Overall Contractor Performance Rating: 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:	Secretary of State
Supplier's Full Legal Name:	Intab LLC
Contract No.:	47800-SOS0000041
Solicitation No./Event ID:	47800-SOS0000041
Solicitation Title/Event Name:	Security Seals
Contract Award Date:	11/7/2023
Current Contract Term:	Renewal 1
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:

1. **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:	11/7/2025
End Date of New Contract Term:	11/6/2026

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.

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)	Intab LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Scott Rudicil President
Date:	10/03/2025
Company Address:	409 Airport Blvd, Ste C600, Morrisville, NC 27560

STATE ENTITY

Authorized Signature:	 Tyser Matthew (Oct 7, 2025 13:08:11 EDT)
Printed Name and Title of Person Signing:	Tyser Matthew Deputy Secretary of State.
Date:	10/07/2025
Company Address:	2 MLK Jr. Dr SE Suite 820 West Tower Atlanta, GA 30334

Renewal 2_Intab_11.7.25-11.6.26

Final Audit Report

2025-10-07

Created:	2025-09-26
By:	Livia Taylor (ltaylor@sos.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA AwDK6UXYCH2mEuTSn_zQ0_uyKoCC6YHi

"Renewal 2_Intab_11.7.25-11.6.26" History

-  Document created by Livia Taylor (ltaylor@sos.ga.gov)
2025-09-26 - 3:21:21 PM GMT
-  Document emailed to bevans@sos.ga.gov for approval
2025-09-26 - 3:25:12 PM GMT
-  Email viewed by bevans@sos.ga.gov
2025-10-03 - 10:48:07 AM GMT
-  Signer bevans@sos.ga.gov entered name at signing as J. Blake Evans
2025-10-03 - 10:49:24 AM GMT
-  Document approved by J. Blake Evans (bevans@sos.ga.gov)
Approval Date: 2025-10-03 - 10:49:26 AM GMT - Time Source: server
-  Document emailed to Scott Rudicil (scott.rudicil@intab.net) for signature
2025-10-03 - 10:49:29 AM GMT
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-  Document e-signed by Scott Rudicil (scott.rudicil@intab.net)
Signature Date: 2025-10-03 - 6:05:29 PM GMT - Time Source: server
-  Document emailed to mtyser@sos.ga.gov for signature
2025-10-03 - 6:05:31 PM GMT
-  Email viewed by mtyser@sos.ga.gov
2025-10-07 - 5:06:28 PM GMT
-  Signer mtyser@sos.ga.gov entered name at signing as Tyser Matthew
2025-10-07 - 5:08:09 PM GMT



Document e-signed by Tyser Matthew (mtyser@sos.ga.gov)

Signature Date: 2025-10-07 - 5:08:11 PM GMT - Time Source: server



Agreement completed.

2025-10-07 - 5:08:11 PM GMT



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:	Secretary of State
Supplier's Full Legal Name:	Intab LLC
Contract No.:	47800-SOS0000041
Solicitation No./Event ID:	47800-SOS0000041
Solicitation Title/Event Name:	Security Seals
Contract Award Date:	11/7/2023
Current Contract Term:	Renewal 1
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:

1. **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:	11/7/2024
End Date of New Contract Term:	11/6/2025

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.

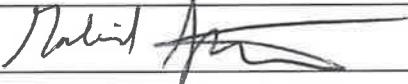
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance 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)	Intab LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Eric Scott Rudicil, President
Date:	9/30/24
Company Address:	409 Airport Blvd, Ste C600 Morrisville, NC 27560

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Gabriel Sterling COO/CFO
Date:	10/1/24
Company Address:	2 MLK Jr. Dr SE Suite 820 West Tower Atlanta, GA 30334



Intab, LLC
P.O. Box 186
Morrisville, NC 27560
Phone 800.232.1872
Fax 336.578.6597
Fed. I.D. 47-4241841

Page	Date	Order Number
1	09/30/24	217909A

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STATE OF GEORGIA, WEST TWR
SECRETARY OF STATE
2 MLK JR DR SE STE 802
ATLANTA, GA 30334

SHIP
TO

MICHAEL FLORENCE
STATE OF GEORGIA
S.O.S. WAREHOUSE - STE 210
120 INTERSTATE N PKWY NW #210
ATLANTA, GA 30339

Customer Number	Sales I.D.	Purchase Order Number	Media Code	Terms			
24439	SR /SR		E35/	QUOTATION, EXP 11/06/25			
Credit Card Number	Type	Phone Number		Total Weight	Zone	Pkgs.	Ship Via
		(470) 312-2755		0.0		0	TRK

Message:

Try shopping online at www.intab.net!

Quantity	B/I/O	Shipped	Item Number	Description	Unit Price	Disc.	Extension
1			03-1339 001 RED	Little Lock□ Seals 05. Red, Numbered, 100 Seals	17.5900	--	17.59
1			03-1349 001 RED	Smooth Pull Tite□ Seals 1. Red, Numbered, 100 Seals	17.5900	--	17.59
				Contract #4700-SOS0000041 pricing per item for 11/7/24 - 11/6/25			
				MERCHANDISE QUOTATION TOTAL \$ QUOTATION TOTAL \$			35.18 35.18

To turn this quotation into an order simply assign your purchase order (or provide your signature authorizing us to ship) and return this document to us by fax or email. Please note that custom items are not returnable.

Thank you for this opportunity to assist you.

Scott Rudicil
Phone: 800.232.1872
Email: sales@intab.net

P.O. # _____

Signature: _____

Date: _____

Requested Delivery Deadline: _____

Phone or Email: _____

State of Georgia
State Entity Standard Contract Form

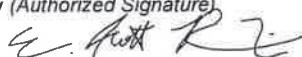
Solicitation Title Security Seals	Solicitation Number 47800-SOS0000041	Contract Number 47800-SOS0000041			
1. This Contract is entered into between the State Entity and the Contractor named below:					
State Entity's Name Secretary of State		(hereafter called State Entity)			
Contractor's Name Intab, LLC		(hereafter called Contractor)			
2. Contract to Begin: November 7, 2023	Date of Completion: November 6, 2024	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: Scott Rudicil				
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:					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Attachment 1: State Entity Contract for Goods and Ancillary Services</td> </tr> <tr> <td>Attachment 2: Solicitation (referenced above)</td> </tr> <tr> <td>Attachment 3: Contractor's Final Response</td> </tr> </table>			Attachment 1: State Entity Contract for Goods and Ancillary Services	Attachment 2: Solicitation (referenced above)	Attachment 3: Contractor's Final Response
Attachment 1: State Entity Contract for Goods and Ancillary Services					
Attachment 2: Solicitation (referenced above)					
Attachment 3: Contractor's Final Response					

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name (*If other than an individual, state whether a corporation, partnership, etc.*)
Intab, LLC

By (<i>Authorized Signature</i>) 	Date Signed 11/8/2023
---	---------------------------------

Printed Name and Title of Person Signing

E. Scott Rudicil / President

Address
PO Box 186, Morrisville, NC 27560

8.

State Entity

State Entity Name Secretary of State	Date Signed
--	-------------

By (*Authorized Signature*)


Date Signed
11/9/2023

Printed Name and Title of Person Signing

Gabriel Strating, COO

Address
2 Martin Luther King Jr. Dr., Suite 820, Atlanta, GA 30334

STATE OF GEORGIA
STATE ENTITY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Goods and Ancillary Services - OPEN

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider of the goods and services under the Contract.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, 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 goods and services that are subject to the Contract.
- (v) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vi) **"State Entity"** means the State of Georgia governmental entity identified in the State Entity Standard Contract Form to contract with the Contractor for the goods and services identified in the Contract.
- (vii) **"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.
- (viii) **"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 goods and 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 renewals 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 State Entity Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and 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 identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods and services required in the RFX that comply with the specifications contained in the RFX and the terms of the Contract, plus those goods, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products 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 goods and services similar to goods and 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.

D. COMPENSATION

- 1. Pricing.** The Contractor will be paid for the goods and services sold 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 State Entity Standard 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 goods and 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 parties, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for any goods or 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 any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for services or products 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 to the State Entity and/or the State against any sum owed by the State Entity and/or the State 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 deappropriated 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 goods and 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 goods or 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 goods or 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 goods and 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 goods and services actually rendered up to and including the date of termination of the Contract and 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 Entity 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, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

- (v) Immediately return to the State Entity any payments made by the State Entity for goods and 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 goods 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 goods or any parts thereof provided under the Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods 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 goods 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 goods 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 Entity the right to continue using the goods;
- (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 goods;
- (ii) Use of the goods in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the goods 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 materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, 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 goods and 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 Goods.** All goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any 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 goods at Contractor's expense. Payment for 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 goods 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 goods and 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.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and 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. **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

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 Entity shall agree to the performance of such repairs by the State Entity 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 written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the 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 parties, 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 other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party 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 State Entity 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 Contract 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 goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the 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 goods and 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 parties 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 goods and 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 Entity, 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 produce goods provided under the Contract 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 required in this Contract, 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 parties 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 parties 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 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.

Event Details

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	1
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Event Description

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (eRFQ) is being issued to establish a contract with one or more qualified suppliers who will provide Security Seals and other related election security products to the Secretary of State (hereinafter, "the State Entity") as further described in this eRFQ.

General Comments

- Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (eRFQ) is being issued to establish a contract with one or more qualified suppliers who will provide Security Seals and other related election security products to the Secretary of State (hereinafter, "the State Entity") as further described in this eRFQ.

General Questions

Question	UOM	Best	Worst	Response
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Georgia Security Immigration

Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the State Entity in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. To be eligible for contract award, the supplier must return the attached form. Because this form must be signed and notarized, the supplier must comply with the State Entity's instructions for mailing and receiving this form. Does the supplier agree to fully comply with this requirement?

Yes

Required: Yes Mandatory Response: No

Y

Response Comments

Have you completed the Mandatory Response worksheet as defined in the eRFQ document?

Yes

Required: Yes Mandatory Response: Yes

Y

Response Comments

Company Information

Have you provided your company and contact information (please see details in the eRFQ Instructions attachment)? You must provide this information as an attachment by clicking on the link to the right "Add Comments or Attachments."

Yes

Required: Yes Mandatory Response: No

Y

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	2
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

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United States

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Secretary Of State
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2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Response Comments

Question

UOM

Best

Worst

Response

Have you read and do you agree to the Certificate of Independent Price Determination and Certificate of Non-Collusion as stated in the eRFQ Instructions attachment?

Yes

Required: Yes Mandatory Response: No

Y

Response Comments

Have you provided three (3) corporate references for services similiar to those as defined in the eRFQ Document? You must provide this information as an attachment by clicking the link to the right "Add Comments or Attachments".

Yes

Required: Yes Mandatory Response: No

Y

Response Comments

Sales and Use Tax Compliance

Have you completed the Sales and Use Tax compliance form (provided as a link in the eRFQ Instructions attachment)? You must provide the completed form as an attachment by clicking on the link to the right entitled Add Comments or Attachments.

Yes

Required: Yes Mandatory Response: No

Y

Response Comments

You must indicate your response to RFX Section 3.4 "Certification Regarding Status as a 'Scrutinized Company' ". Please answer carefully.

Select One

X

Options: I certify the offeror is NOT a "scrutinized company."

I certify the offeror is a "scrutinized company."

I received permission to bid as noted in RFX Section 3.4

Required: Yes Mandatory Response: No

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	3
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

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Secretary Of State
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Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Response Comments

Question	UOM	Best	Worst	Response
CHINA: A scrutinized company is any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China. The Government of China means the People's Republic of China led by the Chinese Communist Party. A scrutinized company is ineligible to submit a bid or proposal in response to this solicitation. False certification hereunder may result in a civil penalty in an amount that is equal to the greater of \$250,000 or twice the amount of the contract for which a bid or proposal was submitted, contract termination, and any other penalties available under law, rule, regulation or policy.				Select One <input checked="" type="checkbox"/>

Options: I certify my company is NOT a "scrutinized company"
 I certify my company is a "scrutinized company"

Required: Yes Mandatory Response: No

Response Comments

RUSSIA/BELARUS: A scrutinized company is any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of Belarus or the Government of Russia. The Government of Belarus means the Republic of Belarus, and the Government of Russia means the Russian Federation. A scrutinized company is ineligible to submit a response to this solicitation. False certification hereunder may result in a civil penalty in an amount that is equal to the greater of \$250,000 or twice the amount of the contract for which a bid or proposal was submitted, contract termination, and any other penalties available under law, rule or policy.	Select One <input checked="" type="checkbox"/>
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Options: I certify my company is NOT a "scrutinized company"
 I certify my company is a "scrutinized company"

Required: Yes Mandatory Response: No

Select One

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID 47800-SOS0000041	Format Sell	Type RFx	Page 4
Event Round 1	Version 1		
Event Name Security Seals			
Start Time 10/05/2023 09:44:29 EDT	Finish Time 10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kfond@sos.ga.gov

Response Comments

Question	UOM	Best	Worst	Response
SUDAN: A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately.				Select One <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Options: I certify my company is NOT a "scrutinized company"
 I certify my company is a "scrutinized company"
 I certify I have written permission from DOAS to bid

Required: Yes Mandatory Response: No

Response Comments

Standard Insurance Requirement

If awarded are you prepared to provide insurance as defined in the sourcing event?

Yes

Required: Yes Mandatory Response: No

Response Comments

Confidentiality Clause

Do you agree to the Confidentiality Clause as defined in the eRFx document? If the answer is NO, you must provide detailed information as a comment or attachment by clicking on the link to the right "Add Comments or Attachments".

Yes

Required: Yes Mandatory Response: No

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID 47800-SOS0000041	Format Sell	Type RFx	Page 5
Event Round 1		Version 1	
Event Name			
Security Seals			
Start Time 10/05/2023 09:44:29 EDT		Finish Time 10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Response Comments

Question	UOM	Best	Worst	Response
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Delivery Requirements

Supplier must be able to meet all the delivery requirements in Specifications document. Can you meet these requirements?

Yes

Required: Yes Mandatory Response: No

Y

Response Comments

Do you have any exceptions to the Agency Standard Contract as attached?

If yes, any exceptions to the contract must be in an original document using track changes functionality and may not be submitted in the form of highlighted changes to the original contract.

If yes, you must provide these terms by as an attachment by clicking on the link to the right "Add Comments or Attachments".

No

Required: Yes Mandatory Response: No

Y

Response Comments

Reciprocal Preference Law O.C.G.A. §50-5-60(b) In which state is your company domiciled?

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia.

NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

Options:

Wisconsin
Wyoming
Other

Select One

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	6
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Question	UOM	Best	Worst	Response
Alabama				
Montana				
West Virginia				
Washington				
Virginia				
Vermont				
Utah				
Texas				
Tennessee				
South Dakota				
South Carolina				
Rhode Island				
Pennsylvania				
Oregon				
Oklahoma				
Ohio				
North Dakota				
North Carolina				
New York				
New Mexico				
New Jersey				
New Hampshire				
Nevada				
Nebraska				
Missouri				
Mississippi				
Minnesota				
Michigan				
Massachusetts				
Maryland				
Maine				
Louisiana				
Kentucky				
Kansas				
Iowa				
Indiana				
Illinois				
Idaho				
Hawaii				
Florida				
Georgia				
Washington DC				
Delaware				
Connecticut				
Colorado				
California				
Arkansas				
Arizona				
Alaska				

Required: Yes Mandatory Response: No

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID 47800-SOS0000041	Format Sell	Type RFx	Page 7
Event Round 1	Version 1		
Event Name Security Seals			
Start Time 10/05/2023 09:44:29 EDT	Finish Time 10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Response Comments

Question	UOM	Best	Worst	Response
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Please select the option that most accurately defines your company, based on the definitions below.

***Georgia Resident Business means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

**A Small business is defined as a business that is independently owned and operated. In addition, such a business must either have fewer than 300 employees or less than \$30 million in gross receipts per year.

*A Georgia Resident Small Business would be a business that meets the requirements for both a Georgia Resident and Small Business.

Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:

Vendor Relations Administrator
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334 9010
Telephone: (404) 657-6000
Fax: (404) 657-8444

Options:

Georgia Resident Business
Georgia Resident Small Business
Small Business
Not Applicable

Select One

X

Required: Yes Mandatory Response: No

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	8
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Response Comments

Question	UOM	Best	Worst	Response
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Are you a Women-Owned business?

A business that is at least 51% owned and controlled by one or more women, and primarily managed by one or more women.

No

Required: Yes Mandatory Response: No

N

Response Comments

Are you a Veteran-Owned Small business?

Veteran-Owned Small Business as used in this provision means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

No

Required: Yes Mandatory Response: No

N

Response Comments

Can your company be classified as a Minority Owned Business?

Select the option(s) below that correctly identifies your company based on the below definition of a minority business.

A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

Select All That Apply

Options: African American
Asian American
Hispanic/Latino
Native American
Pacific Islander

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	9
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Question	UOM	Best	Worst	Response
Not Applicable				<u>X</u>

Required: Yes Mandatory Response: No

Response Comments

Are you a Small Business? Small business means a business which is independently owned and operated and must have either 300 or fewer employees or \$30 million or less in gross receipts per year.

Tier 1 - (10 or fewer employees OR \$1 million or less in gross receipts per year)

Tier 2 - (100 or fewer employees OR \$10 million or less in gross receipts per year)

Tier 3 - (300 or fewer employees OR \$30 million or less in gross receipts per year)

Options: Yes, Tier 1
 Yes, Tier 2
 Yes, Tier 3

No, I am not a small business

Required: Yes Mandatory Response: No

Select One

Response Comments

Line Details

Line: 1	Item ID:	Line Qty:	1	UOM:	Bags	Bid Qty:	1
Required: No	Reserve Price:	No					

Description: PULL TIGHT SEALS (as per description in the Mandatory Requirements form) Qty 100 per bag

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	10
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334

United States

Kimberly Ford 678/260-5378

678/260-5378

kford@sos.ga.gov

Contact:

Phone:

Email:

Question	UOM	Best	Worst	Response
What is your bid price?		0		15.99

Required: Yes Mandatory Response: No

Response Comments

Line: 2 **Item ID:** Line Qty: 1 **UOM:** Bags
Required: No **Reserve Price:** No

Bid Qty:

Description: Lock Seal (as per Mandatory Requirements Form) Qty 100 per bag

Question	UOM	Best	Worst	Response
What is your bid price?		0		15.99

Required: Yes Mandatory Response: No

Response Comments

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	11
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: Bags

Description: PULL TIGHT SEALS (as per description in the Mandatory Requirements form) Qty 100 per bag

Item Specifications

Manufacturer:	Mfg Item ID:
Item Length: 0	Item Height: 0
Item Width: 0	Dimension UOM:
Item Volume: 0	Volume UOM:
Item Weight: 0	Weight UOM:
Item Size:	Item Color:

Shipping Information

Schedule: 1	Ship To: S Procurement Administration
Quantity: 1	SOS Procurement
Due Date: 10/28/2023	2 MLK Jr. Drive
Freight Terms:	Ste 820 W Tower
Ship Via:	Atlanta GA 30334
	United States

Line: 2 Item ID: Line Qty: 1 UOM: Bags

Description: Lock Seal (as per Mandatory Requirements Form) Qty 100 per bag

Item Specifications

Manufacturer:	Mfg Item ID:
Item Length: 0	Item Height: 0
Item Width: 0	Dimension UOM:
Item Volume: 0	Volume UOM:
Item Weight: 0	Weight UOM:
Item Size:	Item Color:

Shipping Information

Schedule: 1	Ship To: S Procurement Administration
Quantity: 1	SOS Procurement
Due Date: 10/28/2023	2 MLK Jr. Drive
Freight Terms:	Ste 820 W Tower
Ship Via:	Atlanta GA 30334
	United States

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	12
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334

United States

Contact: Kimberly Ford 678/260-5378

Phone: 678/260-5378

Email: kford@sos.ga.gov

Appendix B - Terms & Conditions

1. **Introduction.** The Team Georgia Marketplace is provided by the Georgia Department of Administrative Services ("DOAS") and its partners and serves as an electronic tool to support various state purchasing functions, such as registration of bidders and suppliers, advertisement of contract opportunities, electronic bidding, and contracts management. Access to and/or use of the Team Georgia Marketplace is governed by these Terms & Conditions. DOAS reserves the right to change the Terms & Conditions at any time with or without notice by posting revisions. You are responsible for reviewing these Terms & Conditions as well as any subsequent changes to the Terms & Conditions. Unless otherwise specified, any changes will be effective when posted. YOUR ACCESS TO OR USE OF THE TEAM GEORGIA MARKETPLACE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS, INCLUDING ANY CHANGES THAT EXIST WHEN YOU RE-ACCESS THE TEAM GEORGIA MARKETPLACE. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS, DO NOT USE THE TEAM GEORGIA MARKETPLACE.
2. **Definitions.** "You" and "your" refer to the individual accessing this System as well as the legal entity the individual is representing. "System" shall mean DOAS' eSource system and the Team Georgia Marketplace, including but not limited to the PeopleSoft® Supplier Relationship Management, Purchasing and other Financial modules. "DOAS", "we", "us" and "our" refer to the Georgia Department of Administrative Services.
3. **Acceptance of These Terms.** By accessing or using the System, you agree that (1) you have read and understood these Terms & Conditions and (2) you are bound by the Terms & Conditions during your access to and/or use of the System.
4. **Registration.** By registering and establishing certain account and password information, you will gain access to certain information, services and/or materials maintained on this System. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE MOST CURRENT AND ACCURATE INFORMATION FOR YOUR BUSINESS. FAILURE TO PROPERLY MAINTAIN YOUR ACCOUNT MAY LEAD TO YOUR INABILITY TO FULLY UTILIZE THE SYSTEM, INCLUDING BUT NOT LIMITED TO YOUR ABILITY TO RECEIVE CERTAIN EMAIL NOTICES OF BUSINESS OPPORTUNITIES. As part of properly maintaining your account, you must immediately deactivate registered representatives of your company who are no longer authorized to represent your company (e.g. terminated employees, etc.). DOAS reserves the right to assign expiration dates to registrations, classify registrations as inactive, or remove registrations when to do so is in our best interests. Please note the System's acceptance of your registration is not an indication that you are eligible for contract award. In addition, DOAS reserves the right to charge a fee for the provision of certain services, including, but not limited to, the provision of certain notification emails.
5. **Use of the System.** You are responsible for all content that you post, e-mail, transmit, upload or otherwise make available through the System. You agree not to use the System to make available any content that: (1) is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; (2) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (3) contains unauthorized advertising or solicitations; (4) is intended by you to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the System; or (5) is misleading, false, fraudulent or criminal. You are responsible for maintaining the confidentiality of your password and any membership account information. You agree to immediately notify us of any unauthorized use of your password or other membership account information and further agree to indemnify and hold us harmless for any improper or illegal use of your password.
6. **No Guarantee of Privacy.** Your access to and/or use of the System may be subject to monitoring or tracking. Any and all materials entered into the System shall be considered "public records" and shall be subject to public disclosure in accordance with the Georgia Open Records Act.
7. **Right to Restrict or Prohibit Access.** You acknowledge and agree that DOAS may change, modify, amend, suspend or discontinue any aspect of the services or the System, at any time, without notice and without liability to you or to any third party. DOAS may impose limitations on the use of the System, including, but not limited to, limiting the time in which the System may be accessed and/or limiting the type or volume of materials which may be uploaded to the System. You are strongly cautioned to maintain your own records as any and all information contained on the System may be removed at DOAS' discretion at any time. DOAS may, at its sole and absolute discretion, refuse to accept your registration and may, at any time after accepting registration, refuse to permit your continued use of the System for any reason. In addition, in the event you violate the Terms & Conditions, we reserve the right to seek other appropriate remedies against you, including, but not limited to voiding contract award(s), suspension, debarment, criminal proceedings and any other remedies permitted by law.

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	13
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time		Finish Time	
10/05/2023 09:44:29 EDT		10/23/2023 14:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378

Phone: 678/260-5378

Email: kford@sos.ga.gov

8. **DISCLAIMER OF WARRANTIES.** DOAS does not represent or warrant that the System will operate uninterrupted or error-free. The System and any information or material contained on the System is provided to you on an "as is" and "as available" basis. Any material downloaded or otherwise obtained through the use of the System is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. All conditions, representations and warranties, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed. No advice or information, whether oral or written, obtained by you from the service shall create any warranty. DOAS is not liable and shall have no responsibility of any kind to you for any loss or damage that you incur in the event of (i) any failure or interruption of the System; (ii) any act or omission of any third party involved in making this System or the data contained herein available to you; (iii) any other cause relating to your access or use, or inability to access or use, any portion of this System or materials on this System, whether or not the circumstances giving rise to such cause may have been within the control of DOAS or of any vendor providing software, services or support. In no event will DOAS be liable to you for any direct, special, indirect, consequential, or incidental damages or any other loss or damages of any kind even if DOAS has been advised of the possibility thereof.
9. **Software & Third Party Content.** Information presented on the System is collected, maintained, and provided by DOAS, its partners, and other government entities. While every effort is made to keep such information accurate and up-to-date, DOAS does not certify the authenticity of any information that is provided on this System. Under no circumstances will DOAS be liable for any actions taken or omissions made from reliance on any information contained herein from whatever sources nor will DOAS be liable for any other consequences from any such reliance. Further, certain information and content available on the System may be provided by one or more third parties under license to DOAS ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Without the consent of the applicable third party licensor, you shall only have the right to display the Third Party Content on your personal computer and to view such content for your personal use. Any use of the software other than as required to navigate the System and utilize the functionality offered through the System is expressly prohibited. No right to copy, distribute (in any manner through any means including without limitation rent, sales, lease, loan, or transfer), publicly display, publicly perform or modify the software accessible on the System is granted, or may be implied by these Terms & Conditions. You may not decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code to the software without the express written permission of the creator/licensor.
10. **Links to Third Party Web Sites.** The System may contain links to other websites that are not under the control of or maintained by DOAS. You acknowledge that DOAS is providing these links to you only as a convenience and such provision of these links does not imply endorsement by DOAS of the websites or any part of its contents. You further agree that DOAS is not responsible for the content or links displayed on such websites.
11. **Indemnification.** You hereby waive, release, discharge and agree to indemnify, protect and save harmless the State of Georgia, its agencies, departments, authorities and instrumentalities, and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses caused by, growing out of, or otherwise happening in connection with: (a) any breach of these Terms & Conditions hereof; (b) the violation of any applicable law, rule or regulation; or (c) damage to or destruction of tangible or intangible property (including data and software); (d) your misuse or modification of the System; in whole or in part caused by or resulting from any act or omission by you. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, your indemnification obligation hereunder shall apply only to the extent that you contributed to the events. The foregoing indemnity is conditioned upon prompt written notice of any claim, action or demand for which indemnity is claimed.
12. **Relationship of Parties.** Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by these Terms & Conditions.
13. **Miscellaneous.** Each party agrees to comply with all applicable laws, statutes, ordinances and regulations regarding use of the System including any transactions entered into as a result of use of the System. If any provision of these Terms & Conditions is held 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

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	14
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

provision of these Terms & Conditions. Further, if any provision of these Terms & Conditions 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. The failure of DOAS to enforce any right or provision in these Terms & Conditions shall not constitute a waiver of such right or provision. The Terms & Conditions comprise the entire agreement between you and DOAS and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with these Terms & Conditions and/or the use of this System 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 these Terms & Conditions and/or the use of this System, 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 DOAS.

14. These terms are effective as of 10/21/2009 and supersede any previous versions.

Last Updated: 09/14/2010

Event Details (cont.)

PeopleSoft Strategic Sourcing

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47800-SOS0000041	Sell	RFx	15
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

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Appendix C - Bid Responses

Bid Comment

Thank you for the opportunity.

General Questions

Question	Response
Georgia Security Immigration	
Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the State Entity in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. To be eligible for contract award, the supplier must return the attached form. Because this form must be signed and notarized, the supplier must comply with the State Entity's instructions for mailing and receiving this form. Does the supplier agree to fully comply with this requirement?	Y
Have you completed the Mandatory Response worksheet as defined in the eRFQ document?	Y
Company Information	
Have you provided your company and contact information (please see details in the eRFQ Instructions attachment)? You must provide this information as an attachment by clicking on the link to the right "Add Comments or Attachments."	Y
Have you read and do you agree to the Certificate of Independent Price Determination and Certificate of Non-Collusion as stated in the eRFQ Instructions attachment?	Y
Have you provided three (3) corporate references for services similar to those as defined in the eRFQ Document? You must provide this information as an attachment by clicking the link to the right "Add Comments or Attachments".	Y
Sales and Use Tax Compliance	
Have you completed the Sales and Use Tax compliance form (provided as a link in the eRFQ Instructions attachment)? You must provide the completed form as an attachment by clicking on the link to the right entitled Add Comments or Attachments.	Y

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	16
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 1
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Email: kford@sos.ga.gov

Question	Response
CHINA: A scrutinized company is any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of China. The Government of China means the People's Republic of China led by the Chinese Communist Party. A scrutinized company is ineligible to submit a bid or proposal in response to this solicitation. False certification hereunder may result in a civil penalty in an amount that is equal to the greater of \$250,000 or twice the amount of the contract for which a bid or proposal was submitted, contract termination, and any other penalties available under law, rule, regulation or policy.	I certify the offeror is NOT a "scrutinized company."
RUSSIA/BELARUS: A scrutinized company is any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit owned or operated by the Government of Belarus or the Government of Russia. The Government of Belarus means the Republic of Belarus, and the Government of Russia means the Russian Federation. A scrutinized company is ineligible to submit a response to this solicitation. False certification hereunder may result in a civil penalty in an amount that is equal to the greater of \$250,000 or twice the amount of the contract for which a bid or proposal was submitted, contract termination, and any other penalties available under law, rule or policy.	I certify my company is NOT a "scrutinized company"
SUDAN: A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination,	I certify my company is NOT a "scrutinized company"

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
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Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

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Total Bid Amount: 31.98

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ineligibility to bid on state contracts for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately.

Standard Insurance Requirement

If awarded are you prepared to provide insurance as defined in the sourcing event?

Y

Confidentiality Clause

Do you agree to the Confidentiality Clause as defined in the eRFx document? If the answer is NO, you must provide detailed information as a comment or attachment by clicking on the link to the right "Add Comments or Attachments".

Y

Delivery Requirements

Supplier must be able to meet all the delivery requirements in Specifications document. Can you meet these requirements?

Y

Do you have any exceptions to the Agency Standard Contract as attached?

If yes, any exceptions to the contract must be in an original document using track changes functionality and may not be submitted in the form of highlighted changes to the original contract.

If yes, you must provide these terms by as an attachment by clicking on the link to the right "Add Comments or Attachments".

Y

Reciprocal Preference Law O.C.G.A. §50-5-60(b) In which state is your company domiciled?

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia.

NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

North Carolina

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	18
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar
Bids allowed in other currency: No

Bid Number: 1
Bid Date: 10/19/2023 15:36:50 EDT
Total Bid Amount: 31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

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Secretary Of State
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2 MLK, Jr. Drive Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Question Response

Please select the option that most accurately defines your company, based on the definitions below.

***Georgia Resident Business means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

**A Small business is defined as a business that is independently owned and operated. In addition, such a business must either have fewer than 300 employees or less than \$30 million in gross receipts per year.

*A Georgia Resident Small Business would be a business that meets the requirements for both a Georgia Resident and Small Business.

Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:

Vendor Relations Administrator
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower
Atlanta, Georgia 30334 9010
Telephone: (404) 657-6000
Fax: (404) 657-8444

Small Business

Are you a Women-Owned business?

A business that is at least 51% owned and controlled by one or more women, and primarily managed by one or more women.

N

Are you a Veteran-Owned Small business?

Veteran-Owned Small Business as used in this provision means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page	
47800-SOS0000041	Sell	RFX	19	
Event Round	Version			
1	1			
Event Name				
Security Seals				
Start Time	Finish Time			
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT			

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

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678/260-5378

Email: kford@sos.ga.gov

and daily business operations are controlled by one or more veterans.

Can your company be classified as a Minority Owned Business?

Select the option(s) below that correctly identifies your company based on the below definition of a minority business.

A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

Not Applicable

Are you a Small Business? Small business means a business which is independently owned and operated and must have either 300 or fewer employees or \$30 million or less in gross receipts per year.

Tier 1 - (10 or fewer employees OR \$1 million or less in gross receipts per year)

Tier 2 - (100 or fewer employees OR \$10 million or less in gross receipts per year)

Tier 3 - (300 or fewer employees OR \$30 million or less in gross receipts per year)

Yes, Tier 1

Line Items

Line: 1 Item ID: 15.99	Line Qty: 1	UOM: Bags	Bid Qty: 1
------------------------	-------------	-----------	------------

Description: PULL TIGHT SEALS (as per description in the Mandatory Requirements form) Qty 100 per bag

Comment: The bid for each of our line items includes free shipping, either freight or UPS (at Intab's discretion).

Question

What is your bid price?

Response

15.99

Line: 2 Item ID: 15.99

Line Qty: 1

UOM: Bags

Bid Qty: 1

Total Line Bid Amount: 15.99

Description: Lock Seal (as per Mandatory Requirements Form) Qty 100 per bag

Comment: The bid for each of our line items includes free shipping, either freight or UPS (at Intab's discretion).

Question

What is your bid price?

Response

15.99

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFX	20
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number:

1

Bid Date: 10/19/2023 15:36:50 EDT

31.98

Bidder: INTAB LLC
PO BOX 186
MORRISVILLE NC 27560
United States

Submit To: Secretary of State
Secretary Of State
Attn: Procurement Administration
2 MLK, Jr. Drive, Ste 820 West Tower
Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
47800-SOS0000041	Sell	RFx	21
Event Round	Version		
1	1		
Event Name			
Security Seals			
Start Time	Finish Time		
10/05/2023 09:44:29 EDT	10/23/2023 14:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 10/19/2023 15:36:50 EDT

Total Bid Amount: 31.98

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United States

Submit To: Secretary of State
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Atlanta GA 30334
United States

Contact: Kimberly Ford 678/260-5378
Phone: 678/260-5378
Email: kford@sos.ga.gov

Total number of attachments are : 10

File attachments included in this bid submssion are as follows :

Attached File

Attachment Description

IntabLLC_NotorizedAffidavit_E-Verify.pdf
C_Mandatory_Requirements_Form_CompletedbyIntabLLC.xlsx
IntabLLC_CertificateofNonCollusion.pdf
IntabLLC_RedlinedContractProposal.doc
IntabLLC_ReferenceForm.pdf
IntabLLC_TaxCompliance.pdf
IntabLLC_W-9_2023.pdf
IntabLLC_CompanyInformation.xlsx
IntabLLC_Catalog_PricingDiscountsforGA.pdf
IntabLLC_Catalog_PricingDiscountsforGA.pdf



State of Georgia

State Entity: Secretary of State

Request for Quotes ("eRFQ")

Event Name: Security Seals

RFQ (Event) Number: 47800-SOS0000041

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes ("eRFQ") is being issued to establish a contract with one or more qualified suppliers who will provide Security Seals and other related election security products to the Secretary of State (hereinafter, "the State Entity") as further described in this eRFQ.

1.2. Electronic Records and Signatures

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFQ. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids meet the sealed bidding requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified suppliers (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this eRFQ to the State Entity. This eRFQ process will be conducted to gather and evaluate responses from supplier for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of the Procurement" and Section 6.6 "Selection and Award" for information concerning the number of contract awards expected.

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
-------------	------	------

Release of eRFQ	As Published on the Georgia Procurement Registry ("GPR")	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	10/10/2023	5:00 p.m. ET
Bidders/Offerors' Conference N/A	As Published on the GPR	N/A
Responses to Written Questions	10/12/2023	5:00 p.m. ET
Bids Due/Close Date and Time	As Published on the GPR	See GPR
Bid Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Finalize Contract Terms	2 to 3 Weeks after closing or Nine calendar days (Check with legal if more time is needed)	N/A
Notice of Intent to Award* [NOIA] (on or about)	2 to 3 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Kim Ford
kford@sos.ga.gov
 470-312-2635

1.6. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the State of Georgia.

State Entity – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this eRFQ.

Any special terms or words which are not identified in this State Entity eRFQ Document may be identified separately in one or more attachments to the eRFQ. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFQ.

1.7. Contract Term

The initial term of the contract(s) is for one (1) calendar year(s) from the execution date of the contract(s). The State Entity shall have four (4) one (1) year option(s) to renew, which options shall be exercisable at the discretion of the State Entity only upon receiving and agreeing to updated annual Goods pricing from the Contractor within 45 days prior to end of the 1-year term. If the State Entity agrees to the updated pricing, they may renew the contract for one (1) year at the new prices. Or the State Entity may decline to renew and void the contract and any remaining renewal terms. Each renewal term is subject to updated annual pricing from Intab and can only be renewed if the State Entity agrees to accept the new pricing. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFQ states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFQ, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the supplier to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the company's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at: https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDING PAGE.GBL?&

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFQ or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.5. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFQ*

Question #2 Question, *Citation of relevant section of the eRFQ*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events". Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. State's Right to Request Additional Information - Supplier Responsibility

Prior to an award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate

number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will not be considered. Responses must be complete in all respects, as required in each section of this eRFQ.

2.1.7. Rejection of Responses; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses that do not contain all elements and information requested in this eRFQ. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.8. State's Right to Amend and/or Cancel the eRFQ

The State Entity reserves the right to amend this eRFQ. Any revisions must be made in writing prior to the eRFQ closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the eRFQ for additional information. Finally, the State Entity reserves the right to cancel this eRFQ at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.10. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After issuance of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award), or after a solicitation has been cancelled following evaluation, without intent to rebid, requests for access to public records, shall be subject to the disclosure provisions of Georgia's Open Records Act.

Pursuant to O.C.G.A. § 50-18-71(a), The State Entity must make all public records, including but not limited to, cost estimates, proposals/bids, evaluation criteria, supplier proposals, evaluation documents, negotiation documents, offers and counter offers, and records revealing preparation to the procurement, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure. The State Entity is allowed to assess a charge for search, retrieval, redaction, and to defray the cost of reproducing documents as permitted under O.C.G.A. § 50-18-71(c)(1).

2.1.12.1. Marking Submissions as "Confidential", "Proprietary", or "Trade Secret"

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as "Confidential," "Proprietary", or "Trade Secret" and specify the statutory exemption. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as "Confidential" will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2. Submission of Redacted Copies

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under the Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", "trade secret" etc., the State will make its own

determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

2.1.12.3. Trade Secret:

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include with its bid/proposal submission, an affidavit indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. A sample affidavit template is provided as an attachment to this solicitation; however, use of the sample affidavit template does not guarantee that all requirements of the Open Records Act have been met. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia law. Designation of a "trade secret" shall not be binding on the State, but the State will review and consider the designation. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. See *State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp.* 306 Ga. App. 487; 702 S.E. 2d 486 (2010)

2.1.13. Registered Lobbyists

By submitting a response to this eRFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.1.14. Supplier Debriefing Process

For all solicitations issued on or after November 1, 2020 that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from the State Entity in accordance with the *Georgia Procurement Manual*, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge the state entity's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the *Georgia Procurement Manual*, Section 6.6.

2.2. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

2.2.1. eRFQ Released

The release of the eRFQ is formally communicated through the posting of this eRFQ as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build

and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFQ using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>

2.2.2. eRFQ Review

The eRFQ (or "Sourcing Event") consists of the following: this document, entitled "The State Entity eRFQ Document", and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the "header" level of the Event. Please select "View/Add General Comments & Attachments", which appears at the top of the screen of the Event under the "Event Details" Section. Next, by selecting "View Event Attachments", the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (The State Entity eRFQ Document) as well as the documents referenced in Section 4 "eRFQ Bid Factors." Please thoroughly review all provided Event Attachments.
2. Second, the State Entity may also provide documents at the "line detail" level of the Event. Please navigate to "Step 2: Enter Line Bid Responses", which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a "Bid" link. By selecting the "Bid" link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select "View/Add Question Comments and Attachments" to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a "Line Comments/Files" icon (appears as a bubble with text). By selecting the "Line Comments/Files" icon, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 "Cost/Pricing") as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 "Uploading Forms", the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that the State Entity can easily organize and navigate the supplier's response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Sourcing Event.

2.2.4. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by the State Entity under the "View Event Attachments" link. Once the supplier has completed the Event Attachments, the supplier can then select "Add New Attachments" to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the "View/Add General Comments & Attachments" link of the Event. To the right of each question or bid factor, the supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State Entity will not consider the supplier's use of the "Validate Entries" feature as an excuse for an error committed by the supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by the supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after a supplier selects the "Submit Bid" button, will the response to the eRFQ be sent electronically, time stamping the supplier's response and sending a confirmation email to the supplier's email address. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline**.

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFQ event number and the "View/Edit" feature for the supplier's previous response. Please take note of the following:

1. **REVIEW ONLY**. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.
2. **REVIEW AND REVISE**. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier's inability to correct errors or otherwise make revisions to the submitted response or the supplier's inability to resubmit a response prior to the eRFQ end date and time.

3. **WITHDRAW/CANCEL**. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then select "Save for Later". Team

Georgia Marketplace recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements

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

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

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice

has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

N/A

Bid Bond

N/A

Performance Bond/Letter of Credit

N/A

Payment Bond

N/A

3.3. Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFQ Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit a particular solution a supplier may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response.

4.1. Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the supplier's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the State Entity to meet its needs in all respects. Each supplier's response must indicate the brand name and model or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Supplier General Information

Each supplier must complete all of the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eRFQ contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ. Please note some requirements may require the supplier to provide product sheets or other technical materials.

5. Cost/Pricing

Each supplier is required to submit pricing as part of its response.

5.1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the supplier's pricing as quoted

by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and

5. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFQ or contract; and
6. Any cash discount offered to the State Entity must be clearly identified in the supplier's response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless otherwise specified in any terms and conditions attached to the eRFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
8. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
9. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and
10. Unless permitted by the eRFQ, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
11. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.2 Cost Structure and Additional Instructions

The State Entity's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier's cost be structured as directed in the eRFQ. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

The Sourcing Tool permits the State Entity to structure the Sourcing Event to allow the supplier to enter pricing directly into the line items of the Sourcing Event. However, if there are multiple products/services to be priced or the pricing structure is complex, the State Entity may attach one or more cost worksheets for the supplier to download, complete and then upload as part of the supplier's response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet (if any), complete the worksheet and then upload the worksheet by following the instructions in Section 2.2.4 "Uploading Forms" of this eRFQ.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the eRFQ as described further in Section 6.8 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFQ Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.4. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of eight percent (8%) for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Selection and Award

The State Entity reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

The primary intent of this eRFQ is to identify a single source (lowest priced, responsive and responsible supplier) to provide all of the needed goods and/or services; however, the State Entity reserves the right to make an additional contract award to the next best ranked supplier as a secondary (back-up) source of supply.

6.7. Site Visits and Oral Presentations

The State Entity reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the evaluation team.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the formal protest complaint process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF

INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is the State Entity's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this eRFQ will be based upon the eRFQ, the successful supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful supplier's final response as accepted by the State Entity" shall mean: the response submitted by the awarded supplier, written clarifications, and any other terms deemed necessary by the State Entity, except that no objection or amendment by a supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this eRFQ. Suppliers should plan on the contract terms and conditions contained in this eRFQ being included in any award as a result of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFQ and the potential resulting contract.

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be redlined with comments explaining the rationale for the proposed revision, uploaded and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ. Proposed exceptions should be in compliance with Georgia law. For further information regarding contracting with entities subject to DOAS purview, please see SPD-SP060 "Contracting with State Entities" provided as an attachment to this solicitation and located at <http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation#>.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier's response. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFQ Attachments

The following documents make up this eRFQ. Please see Section 2.2.2 "eRFQ Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFQ (this document)
- B. Department of Audits Immigration and Security Form
- C. Mandatory Response Worksheet, Specification Sheets, etc. from Section 4.3 of this eRFQ**
- D. State Contract from Section 7 "Contract Terms and Conditions" of this eRFQ
- E. SPD-SP060 "Contracting with State Entities"
- F. Certificate of Non-Collusion
- G. Bidder's Reference Form
- H. IRS W-9 Form
- I. Tax Compliance Form
- J. eContract Terms
- K. Supplier Q and A Template

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Please see section 3.1 for more details.

Company Name (Provide full legal name)	Intab LLC
Address 1	409 Airport Blvd
Address 2	Suite C600
City	Morrisville
State	NC
Zip Code	27560
Authorized Person's Name	Scott Rudicil
Telephone Number	336-578-6595
Email Address	scott.rudicil@intab.net

RFQ/RFQC Mandatory Questions

Mandatory Questions			
<p>These questions are Pass/Fail. To be considered responsive, responsible and eligible for award or for selection as a qualified contractor, you must answer all questions in this section with a "YES" to pass and must be submitted via the system.</p>			
<p><u>Any questions you answer with a "NO" or left blank will fail the technical requirements and results in disqualification from the RFQ or disqualification from selection as a qualified contractor.</u></p>			
<p>By answering "Yes," you indicate that you meet the individual requirements in the response column provided. Only upload attachments if requested in the "Upload Attachments with Additional Information" column. Attachments that are not requested, will not be considered and will not be evaluated.</p>			
Question #	Mandatory Questions	Response by Offeror. Only Yes or No Answers	Upload Atchts with Additional Information?
1	All seals must be bagged in packs of 100 seals per pack.	Yes	No
2	Pull tight seals must require scissors or a seal cutter to open and with a tail no more than 3/16 inch in diameter.	Yes	No
3	Pull tight seals must not be easily broken by hand.	Yes	No
4	Pull tight seal must be made of polypropylene 9712 build polymer with humidity resistant galvanized metal locking system and offered in red, green, and yellow.	Yes	No
5	Pull tight seals must have human readable characters, sequential unique non-repeated alphanumeric numbering, toothless tail, and be 11" in length.	Yes	No
6	Pull tight seal must have a maximum marking area of 30mm x 15mm with a minimum tail length of 7.5 inches and the tail must feed from behind the flag and not in front.	Yes	No
7	Lock seals must be made of acetal copolymer and offered in red, green, and yellow.	Yes	No
8	Lock seals must have a 26 lbs. breaking strength and be heat stamped with consecutive unique numbering.	Yes	No
9	Lock seals should be no larger than 1 inch by 1.75 inches when sealed with a tail that fits into openings of 1/8 inch or larger	Yes	No
10	Bidder must provide a minimum of 15 samples of pull tight seals and 15 samples of lock seals matching the bidder's quoted specifications for testing to 2 MLK Jr. Dr., Suite 820 West Tower before the bid close date.	Yes	No
11	Bidder allows the purchase of other election security products under the same scope of work offered in their catalog at a proposed discount by category. Bidder must attach catalog with discount offered. This will not be calculated in the scoring of the bid results.	Yes	Yes
			No

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
Intab LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
<small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
PO Box 186	
6 City, state, and ZIP code	
Morrisville, NC 27560	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	7	-	4	2	4	1	8	4	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ►

Karen Hall

Date ► **10-18-23**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

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

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

2298988

Federal Work Authorization User Identification Number

Intah LLC

Name of Contractor

State of Georgia

Name of Public Employer

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

Executed on 10, 19, 2023 in Morrisville (city), NC (state).

Jake Price

Signature of Authorized Officer or Agent

Jake Price Vice President

Printed Name and Title of Authorized Officer or Agent

JESSICA HINTON DICKENS

Notary Public

Durham Co., North Carolina

My Commission Expires Oct. 28, 2023

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 19 DAY OF October, 2023.

Jessica Hinton Dickens

NOTARY PUBLIC

My Commission Expires: 10-28-2023



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: **Intab LLC**
- Physical Location Address: 409 Airport Blvd Ste C600 Morrisville, NC 27560
- Federal Identification Number (FEI): 47-4241841
- Have you ever been registered with Georgia Department of Revenue? No
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- What type of service will you perform? None
- Will you sell any tangible personal property or goods? Yes
- Supplier's Affiliate's Name: N/A
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: Jake Price
 - Telephone Number: 336-578-6593
 - E-mail Address: Finance@intab.net

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at compliance-state-con@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.

REFERENCE FORM

Bidder must provide a list of all clients for whom similar services of the same size and complexity have been provided during the past three years.

Complete Company Name:	Secretary of State , State of Georgia
Address:	2 MLK JR DR SE STE 802 , ATLANTA, GA 30334
Name & Title of Contact Person:	Rachell Simmons , Operations
Phone Number of Contact Person:	404-651-8509
Email Address:	rsimmons@sos.ga.gov
Dates of Service:	March 2016 - December 2022
Description of Services: Intab LLC provided the State of GA with millions of security seals during this timeframe. We were always on time or ahead of schedule for deliveries, & there were zero reports of quality control issues for our millions of seals delivered.	

Complete Company Name:	Fulton County , Georgia - Elections
Address:	5600 Campbellton Fairburn Rd , Fairburn , GA 30213
Name & Title of Contact Person:	Derrick Gilstrap , Election Systems Supervisor
Phone Number of Contact Person:	404-612-4070
Email Address:	Derrick.Gilstrap@fultoncountyga.gov
Dates of Service:	2021 - 2023
Description of Services: Intab LLC provided Fulton County with hundreds of thousands of security seals during this timeframe. We were always on time or ahead of schedule for deliveries, & there were zero reports of quality control issues for the delivered seals.	

Complete Company Name:	DeKalb County , Georgia - Elections
Address:	4380 Memorial Dr Ste 300 , Decatur , GA 30032
Name & Title of Contact Person:	Ron Hardaway , Elections Logistics
Phone Number of Contact Person:	404-298-4020
Email Address:	RHardaway@dekalbcountyga.gov
Dates of Service:	2021 - 2022
Description of Services: Intab LLC provided DeKalb County with over a hundred thousand security seals during this timeframe. We were always on time or ahead of schedule for deliveries, & there were zero reports of quality control issues for the delivered seals.	



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Intab LLC
Authorized Signature:	A handwritten signature that appears to read "Jake Price".
Printed Name and Title of Person Signing:	Jake Price Vice President
Date:	10/16/23
Company Address:	409 Airport Blvd Ste C600 Morrisville, NC 27560
FAX Number:	336-578-6597
Email Address:	Finance@intab.net

***This table must be completed in its entirety by the supplier.**

October 19, 2023

Kimberly Ford
Secretary of State of Georgia
Office of Procurement
2 MLK Jr. Drive, Suite 820 W Tower
Atlanta, Georgia 30334

RE: Intab Discounted Pricing on Non-RFQ Intab Products

Dear Kimberly,

Thank you for the opportunity to provide discounted pricing on many of Intab's other products beyond the current RFQ. Please see Intab LLC's current catalog in the following pages where we are excited to offer you discounts on a number of our items. We have listed a discount percentage above each item's code in our catalog (labeled "GA Discount: xx%"). This discount percentage can be applied to the list price of 1+ units of any given item. We request that you refer to our website for current pricing when you would like to order and apply the discount to that listed price point. Please note that this discount applies only to the base price and cannot be combined with any quantity discounts as we are offering the State of Georgia unique and best pricing for all listed items.

Additionally, instead of providing department discounts, we have provided specific discounts per item to maximize your overall savings. Lastly, we offer the State of Georgia Free Shipping for all security seals and security labels. We hope it helps and we appreciate the chance to work with you and the State of Georgia again.

Sincerely,



Scott Rudicil
President
Intab LLC

SECURING ELECTIONS SINCE 1971



*The list price is shown in the catalog with the Georgia discount % highlighted above the item code. Free Shipping is included with security seals and security labels only.

- PRESENTS -

ELECTION SUPPLIES CATALOG

2024 EDITION



2024 Presidential Election Sticker

INTAB EXCLUSIVE • LIMITED EDITION

N-Series Non-Residue Tamper Evident Labels

Dimensions: 1" x 3"

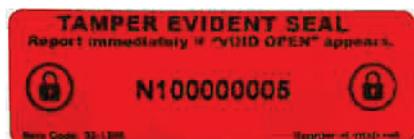
Sequential unique numbering

Human readable characters

Repeating "VOID OPEN" appears if label is removed

Perforated between each label

100 Labels per pack



*GA Discount: 30%

Item: 03-1390	
EACH	PRICE
1+	\$34.95

Barcode 3/4" x 2-3/16" Non-Residue Tamper Evident Labels

Dimensions: 3/4" x 2-3/16"

Sequential unique numbering

Barcode format: 3 of 9 (39)

Human readable characters

Repeating "VOID OPEN" appears if label is removed

Perforated between each label

100 Labels per pack



*GA Discount: 30%

Item: 03-1371		
EACH	EACH	PRICE
● Red	1+	\$39.95
● Blue		
● Green		

Barcode 1" x 3-3/8" Non-Residue Tamper Evident Labels

Dimensions: 1" x 3-3/8"

Sequential unique numbering

Barcode format: 3 of 9 (39)

Human readable characters

Repeating "VOID OPEN" appears if label is removed

Perforated between each label

100 Labels per pack



*GA Discount: 30%

Item: 03-1372		
EACH	EACH	PRICE
● Red	1+	\$44.95
● Blue		
● Green		
● Yellow		

NOW AVAILABLE IN YELLOW!

Barcode 1-3/16" x 4-5/16" Non-Residue Tamper Evident Labels

Dimensions: 1-3/16" x 4-5/16"

Sequential unique numbering

Barcode format: 3 of 9 (39)

Human readable characters

Repeating "VOID OPEN" appears if label is removed

Perforated between each label

100 Labels per pack



*GA Discount: 30%

Item: 03-1375		
EACH	EACH	PRICE
● Red	1+	\$49.95
● Blue		
● Green		
● Yellow		

NOW AVAILABLE IN YELLOW!

G-Series Non-Residue Tamper Evident Labels

Dimensions: 1" x 3"
 Sequential unique numbering
 Barcode format: 3 of 9 (39)
 Protective overlaminated
 Human readable characters
 Repeating "VOID OPEN" appears if label is removed
 Perforated between each seal
 250 Seals per roll



*GA Discount: 30%

Item: G03-1373	
EACH	PRICE
1+	\$139.95

Barcode 2" x 4" Non-Residue Tamper Evident Labels

Dimensions: 2" x 4"
 Sequential unique numbering
 Barcode format: 3 of 9 (39)
 Human readable characters
 Repeating "VOID OPEN" appears if label is removed
 Perforated between each label
 100 Labels per pack



*GA Discount: 30%

Item: 03-1378	
EACH	PRICE
1+	\$109.95

SecureVue Tamper Evident Labels

Dimensions: 1" x 4"
 Sequential unique numbering
 Write-on surface
 Repeating "VOID" appears if tape is removed
 Leaves residue on surface from which the label is removed
 Adheres to most plastics and metals
 100 Labels per pack



*GA Discount: 25%

Item: 03-1392	
EACH	PRICE
1+	\$24.95

SecureVue Tamper Evident Labels

2" Wide
 Repeating "OPENED" appears if tape is removed
 Crack-and-peel backing
 Leaves residue on surface from which the label is removed
 180' Per roll



*GA Discount: 20%

Item: 03-1395	
EACH	PRICE
1+	\$39.95

Pricing subject to change due to supply chain constraints.
 Want a Quote? Call us 800-232-1872 or email us at sales@intab.net

Smooth Pull Tite Seals

Clip with regular seal cutter
Toothless tail
Human readable characters
Sequential unique numbering
Laser etched
11" Length
32lb Breaking Strength
100 per pack



*GA Discount: See RFQ

Item: 03-1349		
COLORS	PACKS	PRICE
● Red	● Blue	
● Yellow	● Orange	
● Green	○ White	

Barcode Smooth Pull Tite Seals

Clip with regular seal cutter
Toothless tail
Barcode format: 3 of 9 (39)
Human readable characters
Sequential unique numbering
Laser etched
11" Length
32lb Breaking Strength
100 per pack



*GA Discount: 35%

Item: 03-1350		
COLORS	PACKS	PRICE
● Red	1+	\$37.95
● Blue		
● Green		
● Yellow		

NOW AVAILABLE IN YELLOW!

Prime Pull Tite Seals

Clip with regular seal cutter
Heat stamped sequential unique numbering
12" Length
53 lb Breaking Strength
Human Readable Characters
100 Seals per pack



*GA Discount: 22%

Item: 03-1340		
COLORS	PACKS	PRICE
● Red	● Blue	1+ \$22.95
● Yellow	● Orange	
● Green	○ White	

Barcode Prime Pull Tite Seals

Clip with regular seal cutter
Barcode format 128
Sequential unique numbering
Laser-etched imprint
12" Length
53 lb Breaking Strength
Human Readable Characters
100 Seals per pack



*GA Discount: 35%

Item: 03-1341		
COLORS	PACKS	PRICE
○ White	1+	\$37.95
● Light Blue		

Pricing subject to change due to supply chain constraints.

Simple Pull Tite Seals**BREAK BY HAND!**

Break by hand or use regular seal cutter
 Heat stamped sequential unique numbering
 10" Length
 25lb Breaking Strength
 100 per pack

***GA Discount: 22%**

Item: 03-1325		
COLORS	PACKS	PRICE
● Red	● Blue	1+ \$22.95
● Yellow	● Orange	
● Green	○ White	

Barcode Simple Pull Tite Seals**BREAK BY HAND!**

Break by hand or use regular seal cutter
 Barcode format: 128
 Human readable characters
 Sequential unique numbering
 10" Length
 25lb Breaking Strength
 100 per pack

***GA Discount: 35%**

Item: 03-1326		
COLORS	PACKS	PRICE
○ White	1+	\$37.95
● Light Blue		

NEW!!**Lite Pull Tite Seals****BREAK BY HAND!**

Break by hand or use regular seal cutter
 Heat stamped sequential unique numbering
 8" Length
 24lb Breaking Strength
 100 per pack

***GA Discount: 25%**

Item: 03-1320		
COLORS	PACKS	PRICE
● Neon Yellow	1+	\$17.95
● Neon Pink		

Little Lock Seals**BREAK BY HAND!**

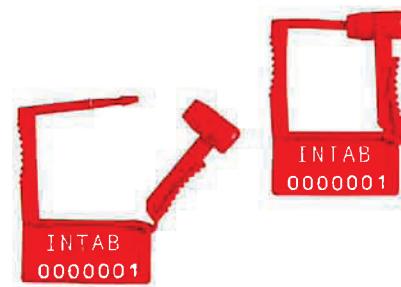
Break by hand or use regular seal cutter
 Heat stamped consecutive unique numbering
 26 lb Breaking Strength
 100 per pack

***GA Discount: See RFQ**

Item: 03-1339		
COLORS	PACKS	PRICE
● Red	● Blue	
● Yellow	● Orange	
● Green		

Spring Lock Seals**BREAK BY HAND!**

Break by hand or use regular seal cutter
 Heat stamped consecutive unique numbering
 7lb Breaking Strength
 100 per pack

***GA Discount: 20%**

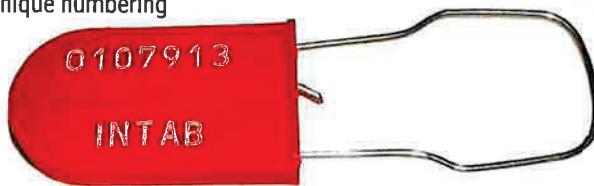
Item: 03-1348		
COLORS	PACKS	PRICE
● Red	● Blue	1+ \$22.95
● Yellow	● Orange	
● Green		

Pricing subject to change due to supply chain constraints.

Padlock Seals

BREAK BY HAND!

Break by hand or use regular seal cutter
 Heat stamped sequential unique numbering
 Double scored hasp
 70lb Breaking Strength
 100 per pack



*GA Discount: 20%

Item: 03-1300		
COLORS	PACKS	PRICE
Red*	1+	\$22.95
Blue		
Green		
Yellow		

NEW!!

Barcode Padlock Seals

BREAK BY HAND!

Break by hand or use regular seal cutter
 Dimensions (including Hook/Tail): 1.9" H x 1.8" W
 Barcode Format 128
 Laser-etched sequential unique numbering
 10-lb breaking strength
 100 per pack

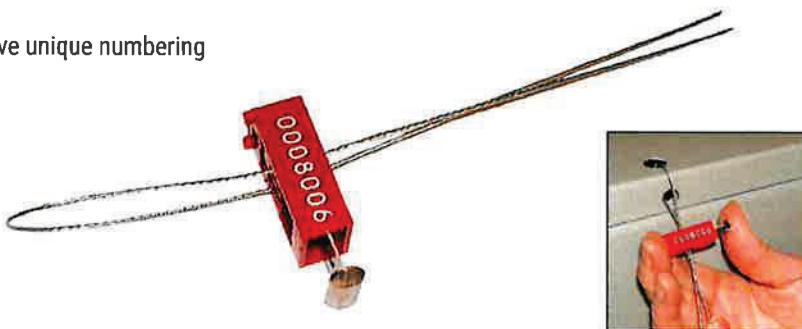


*GA Discount: 35%

Item: 03-1306		
COLORS	PACKS	PRICE
White	1+	\$34.95
Light Blue		

Combo Seals

Heat-stamped consecutive unique numbering
 Two-piece construction
 Plastic body
 12" Wire
 Push to secure
 100 per pack



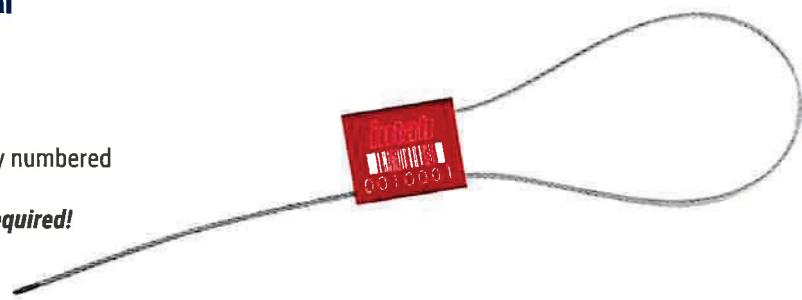
*GA Discount: 30%

Item: 03-1366		
PACKS	PRICE	
1+	\$37.95	

NEW!!

Barcode TuffTab Seal

1.5mm cable diameter
 Barcode Format: 128
 Laser etched imprint
 12" cable length
 Sequentially and uniquely numbered
 10 per pack
Heavy-duty seal cutter required!



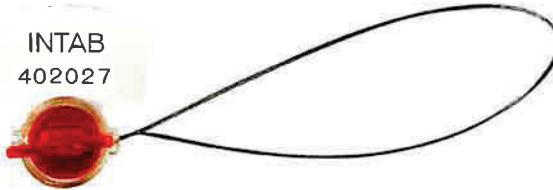
*GA Discount: 25%

Item: 03-2064		
PACKS	PRICE	
1+	\$13.95	

GA Discount: 25%*Easy Twist Seals**

Laser etched consecutive unique numbering
 One piece construction
 Plastic body
 8" Wire
 Twist to secure
 100 per pack

INTAB
402027

**NEW LOW PRICE!****Item: 03-1369**

COLORS	PACKS	PRICE
Red	1+	\$32.95
Blue		

Barcode Twist Seals

Barcode format: 128
 Human readable characters
 Laser etched consecutive unique numbering
 One piece construction
 Plastic body
 8" Wire
 Twist to secure
 100 per pack

GA Discount: N/A*Item: TBD**

PACKS	PRICE

3/4" x 3/4" Holographic Tamper Evident Labels

Dimensions: 3/4" x 3/4"
 Sequential unique numbering
 Repeating dot pattern appears if label is removed
 Patriotic eagle design
 100 Labels per pack



ENLARGED TO SHOW DETAIL

GA Discount: 30%*Item: 03-1426**

PACKS	PRICE
1+	\$34.95

2" x 6" Tamper Evident Packaging Tape for Cardboard Only

2" x 6" Labels
 Perforated between each label
 Uniquely numbered
 160' Roll

***GA Discount: 20%****Item: 03-1396**

PACKS	PRICE
1+	\$49.95

Pricing subject to change due to supply chain constraints.
 Want a Quote? Call us 800-232-1872 or email us at sales@intab.net



SureCast Ballot Bags by Intab

Dimensions: 14.5" L x 16" H x 6" D
 New SureCast™ ballot slot provides maximum closure reliability and efficiency
 Silver trim
 Silver carrying strap with comfort pad
 10.75" Security sealable SureCast™ ballot slot
 Front 3" x 5" ID window
 Back 8.5" x 11" ID window
 Folds flat for storage



*GA Discount: 15%

Item: 04-1955	
EACH	PRICE
1+	\$59.95

Handi-Pouch Deluxe Bags

Dimensions: 18" L x 14" H
 Heavy duty canvas bag
 Imprint: WAVING AMERICAN FLAG GRAPHIC
 Flexi-Seal zipper design
 5.5" x 7.5" I.D. Window

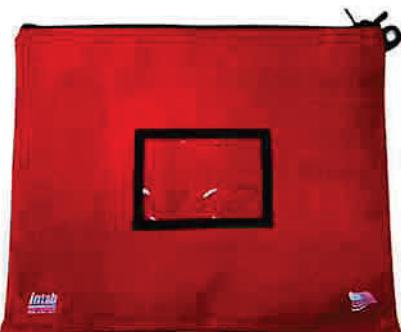


*GA Discount: 20%

Item: 04-1460	
EACH	PRICE
1+	\$14.95

Handi-Pouch XL Bags

Dimensions: 20" L x 16" H
 Heavy duty canvas bag
 Imprint: WAVING AMERICAN FLAG GRAPHIC
 Flexi-Seal zipper design
 5.5" x 7.5" I.D. Window



*GA Discount: 25%

Item: 04-1462	
EACH	PRICE
1+	\$16.95

Titan Transfer Bags

Dimensions: 22" L x 16" H x 6" D
 Heavy-duty polyester canvas material
 Water and abrasion resistant
 Strong red handles
 Imprint: PROPERTY OF ELECTIONS DEPT
 Sealable zipper design
 3" x 5" I.D. Window



*GA Discount: 25%

Item: 04-1440	
EACH	PRICE
1+	\$34.95

Pricing subject to change due to supply chain constraints.
 Want a Quote? Call us 800-232-1872 or email us at sales@intab.net

Provisional Ballot Bags

Dimensions: 18" L x 14" H
 Neon orange lightweight nylon
 Imprint: PROVISIONAL BALLOTS
 Sealable zipper design

I.D. Windows:

1 Large for 8-1/2" x 11" insert (on back)
 1 Small for 3" x 5" insert

***GA Discount: 25%**

Item: 04-1456	
EACH	PRICE
1+	\$16.95

Handi-Pouch Mini Bags

Dimensions: 10" L x 10" H
 Heavy duty canvas bag
 Imprint: WAVING AMERICAN FLAG GRAPHIC
 Flexi-Seal zipper design
 5.5" x 7.5" I.D. Window

***GA Discount: 20%**

Item: 04-1410	
EACH	PRICE
1+	\$11.95

ClearView Bags

Dimensions: 18" L x 14" H
 Strong .016 Clear vinyl
 Water Resistant
 Sealable zipper design
 3" x 5" I.D. Window
 Zipper on 18" side

***GA Discount: 25%**

Item: 04-1468	
EACH	PRICE
1+	\$16.95

Barcode SecurePacks

Outer Dimensions: 15" L x 20" H
 Inner Dimensions: 14" Lx 19" H
 Tamper evident adhesive seal
 Water resistant
 Impervious to tears and rips
 Removable perforated receipt

Receipt and Bag Include:

Sequential numbering
 Barcode format: 3 of 9 (39)
 Human readable characters

Write-On Surfaces

Bag body: To, From, Contents and
 three of Date, Name and Signature
 Removable perforated receipt:
 Contains and three of Date and Name

***GA Discount: 30%**

Item: 20-3024	
EACH	PRICE
1+	\$12.95

**The best way to transport,
 store and archive your...**

- Unused Ballots
- Provisional Ballots
- Tabulator Tape Results

I Voted Stickers

1.75"
Rolls of 1,000 stickers
Dispenser box included
Perforated between each sticker
Imprint: I Voted
Garment safe adhesive
Bright glossy stickers



*GA Discount: 20%

Item: 01-1100	
ROLLS	PRICE
1+	\$6.95

I Voted Sticker Sheets

1.75"
Packs of 1,008 stickers
24 Stickers per sheet
42 Sheets per pack
Perforated between each row
Imprint: I Voted
Garment safe adhesive
Bright glossy stickers



*GA Discount: 20%

Item: 01-1103	
PACKS	PRICE
1+	\$8.95

I Voted Early Stickers

1.75"
Rolls of 1,000 stickers
Dispenser box included
Perforated between each sticker
Imprint: I Voted Early
Garment-safe adhesive
Bright glossy stickers



*GA Discount: 20%

Item: 01-1146	
ROLLS	PRICE
1+	\$6.95

I Voted Stickers, XL Series

2.5"
Rolls of 1,000 stickers
Extra Large (XL) "I Voted" stickers!
Rolls of 1,000 stickers
Imprint: Flag and "I Voted"
Garment safe adhesive
Bright glossy stickers



*GA Discount: 20%

Item: 01-1300	
ROLLS	PRICE
1+	\$8.95

Pricing subject to change due to supply chain constraints.
Want a Quote? Call us 800-232-1872 or email us at sales@intab.net

NEW!!**2024 Presidential Election Stickers**

1.5"

Rolls of 1000 stickers

Garment safe adhesive

Bright glossy stickers

Limited edition - **Buy while supplies last!*****GA Discount: 20%**

Item: 99-2024	
ROLLS	PRICE
1+	\$7.95

NEW!!**I Voted Stickers, Round**

1.5"

Rolls of 1000 stickers

Imprint: I Voted

Garment safe adhesive

Bright glossy stickers

***GA Discount: 20%**

Item: 01-1102	
ROLLS	PRICE
1+	\$7.95

I Voted Yo Voté Stickers

1.75"

Rolls of 1,000 Stickers

Perforated between each sticker

Bilingual Imprint: I Voted Yo Voté

Garment safe adhesive

Bright glossy stickers

***GA Discount: 20%**

Item: 01-1140	
ROLLS	PRICE
1+	\$6.95

ELECTION OFFICIAL Self-Adhesive Name Badge Packs

1,000 Name badges per pack

8 Name badges per sheet

125 Sheets per pack

Dimensions: 4" x 2-1/2"

Perforated between each sticker

Laser and inkjet printer safe

Imprint: ELECTION OFFICIAL

Garment safe adhesive

Bright glossy printing

***GA Discount: 25%**

Item: 01-1121	
PACKS	PRICE
1+	\$39.95

*View all of our "I Voted" stickers on our online store at www.intab.net!*

Pricing subject to change due to supply chain constraints.
 Want a Quote? Call us 800-232-1872 or email us at sales@intab.net

I VOTED Selfie Sign Sets with Transport Bag**Includes**

- 1 selfie sign top
- 3 Sign posts
- 1 Sign base
- 1 Titan Tote Bag with ID Window (item 04-1200)

Specifications

- Sign height: 6' maximum with adjustability
- Sign face: 17" diameter
- Imprint: I Voted

***GA Discount: 15%**

Item: 02-2326	
UNIT	PRICE
1+	\$89.95

**Voter Registration Form Holders**

- New Patriotic design
- Imprint: REGISTER TO VOTE!
- Holds 2" of forms
- Maximum form width: 8-1/2"
- Maximum form height: 14"
- Ships flat

***GA Discount: 15%**

Item: 09-1912	
EACH	PRICE
1+	\$10.95

Advantage Safety Vests

- Vibrant Shock Yellow coloring for maximum visibility
- Bright reflective strips
- 2-Sided Imprint: ELECTIONS
- One size fits most
- Adjustable velcro closures
- Lightweight breathable mesh

***GA Discount: 20%**

Item: 18-2801	
UNIT	PRICE
1+	\$29.95

Election Official Aprons

- Item: 18-2813 & 18-2812
- Durable blue canvas
- Imprint: ELECTION OFFICIAL
- Imprint: Patriotic Flag Graphic
- Imprint: How may I help you?
- One size fits most

**Classic Aprons • Item: 18-2813**

- Adjustable neck strap
- 3 Large pockets

Side-Tie Aprons • Item: 18-2812

- Ties at Sides
- 2 Large Pockets

***GA Discount: 20%**

Item: 18-2813 and 18-2812	
UNIT	PRICE
1+	\$17.95

Advantage 9' VOTE HERE Razor Flag Sets**Includes:**

- 1 VOTE HERE Razor Flag, Single Reverse Print
- 1 Advantage transport & storage bag
- 1 Razor flag pole set
- 1 Ground spike

Flag Set Specifications:

- Single Reverse printing style on flag
- Over 9' tall
- Durable weather resistant polyester flag
- Stable galvanized metal ground stake
- Commercial fiberglass flag pole construction provides sturdy build

***GA Discount: 10%**

Item: 02-2401	
EACH	PRICE
1+	\$187.95

Transport & Storage Bag**Specifications:**

- Heavy-duty canvas
- Pouches for storage
- Easy-Carry strap

Need to use on hard surface?
View Base Stand and Water Weights on our online store!

Assist Bell Sign Set**Includes**

- 1 Assist Bell® sign top
- 1 Assist Bell® wireless transmitter with Swipe Technology
- 1 Assist Bell® plug-in receiver
- 2 Sign posts
- 1 Sign base
- 1 Transport & Storage box w/ Easy-Carry handle

Specifications

- Sign height: 5'
- Sign face: 11" x 17"

***GA Discount: 20%**

Item: 17-1000	
EACH	PRICE
1+	\$117.95

VOTE HERE Advantage A-Frame Signs

- Imprint: VOTE HERE
- Rugged steel frame
- Solid white plastic sign panel
- Double sided sign panel
- Weight: 8 pounds

Dimensions:

- Sign panel: 24" x 24"
- Folds to: 36" x 28-1/2" x 2-1/4"

***GA Discount: 15%**

Item: 02-1893	
EACH	PRICE
1+	\$109.95

Elections Dept Cones

- 1 Cone included
- Proprietary Weighted Base
- Imprint: ELECTIONS DEPT
- High visibility fluorescent orange

***GA Discount: 15%**

SIZE	ITEM	PRICE
28"	02-8004	\$24.95
18"	02-8001	\$16.95

*Pricing subject to change due to supply chain constraints.**Want a Quote? Call us 800-232-1872 or email us at sales@intab.net*

NOW FEATURING

Flexi-Pockets!

- Great for tracking and labeling equipment.
- Future proof signage that changes with your department's needs!
- Clear flexible vinyl pocket
- Available in THREE sizes

3-1/4" x 5-1/4"
Use with 3" x 5" Inserts
Clear flexible vinyl pocket
Self-adhesive backing
Adheres to virtually any surface
Pack of 25 flexi-pockets

*GA Discount: 30%

Item: 20-3006	
PACKS	PRICE
1+	\$22.95

2-1/4" x 3-3/4"

Use with 2" x 3-1/2" Inserts
Clear flexible vinyl pocket
Self-adhesive backing
Adheres to virtually any surface
Pack of 25 flexi-pockets

*GA Discount: 30%

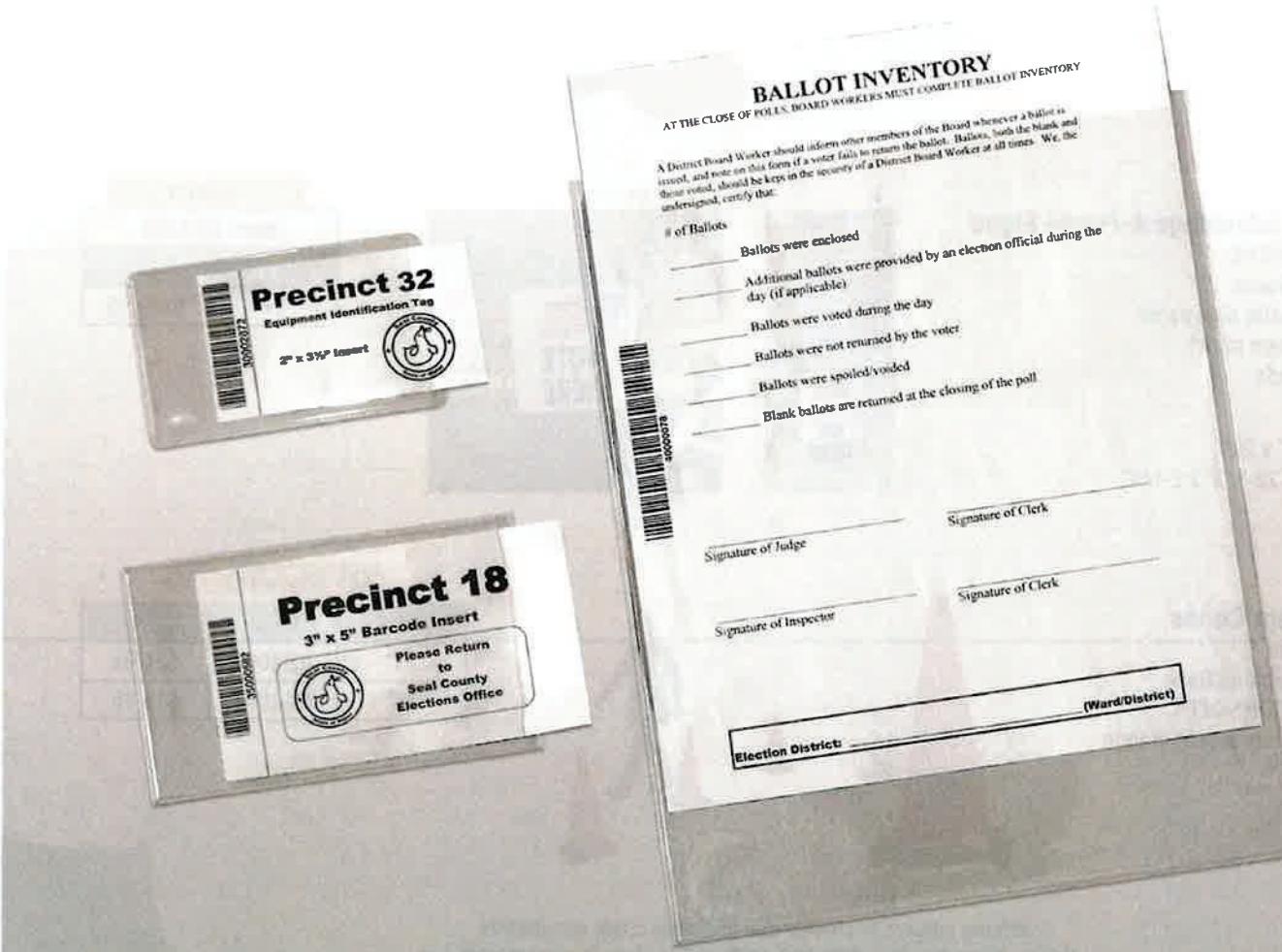
Item: 20-3003	
PACKS	PRICE
1+	\$17.95

9" x 11-1/2"

Use with 8-1/2" x 11" Inserts
Clear flexible vinyl pocket
Self-adhesive backing
Adheres to virtually any surface
Pack of 10 flexi-pockets

*GA Discount: 30%

Item: 20-3009	
PACKS	PRICE
1+	\$21.95



Pocket Pal Table Top Sign Set

Compact & lightweight
Visible from back of lines
Each Sign Set Includes:
1 Sign top with Flexi-pocket
2 Sign extensions
1 Sign base

Sign height: 38.5"
Pocket fits 8.5" x 11" paper



*GA Discount: 20%

OPTION	ITEM	PRICE
With Vinyl Storage Bag	02-1350	\$39.95
Sign Set Only	02-1352	\$30.95

You can now create your own sign
in the comfort of your office!

Pocket Plus Sign Set with Weightable Base**Specifications:**

Pockets fit 3" x 5" & 8-1/2" x 11" inserts
Weather resistant pocket design
Stable 18" wide base
Easy-carry handle
Transport & storage box
Future Proof!



*GA Discount: 15%

Item: 02-1250	
EACH	PRICE
1+	\$64.95

Sign Height - 5'
Sign Face - 11" x 17"
Sign Set Weight - 6 pounds

Pocket Plus Totem Sign

It's future-proof! Update your signage in seconds
with clear XL totem pockets. Stands over 6 feet tall!
Lightweight and easy to store when folded.
Instant set-up.
Patriotic imprint.
Pockets are top-loading.

Choose between Single or Double-Sided!

Check out our product video on
our online store at www.intab.net!



*GA Discount: 10%

SINGLE-SIDED
Item: 02-1000
3 Clear XL Totem Pockets
\$99.95

*GA Discount: 10%

DOUBLE-SIDED
Item: 02-1001
6 Clear XL Totem Pockets
\$119.95

Specifications:

Totem:
75" H x 24" W
Approximate when standing

Totem Pocket (Each):
11 1/2" H x 22 9/16" W

Pricing subject to change due to supply chain constraints.
Want a Quote? Call us 800-232-1872 or email us at sales@intab.net

The list price is shown in the catalog with the Georgia discount % highlighted above the item code. Free Shipping is included with security seals and security labels only.

Table Top Voting Booths

NEW PATRIOTIC IMPRINT!

Ideal for use with standard 2' x 4' or 6' x 3' folding tables

Durable corrugated plastic
Imprint: I Voted

Dimensions:

Single table top voting booth - in use

Booth - 21" x 17-1/2" x 20"

Voting surface - 21" x 17-1/2"

Easy-carry case - 22-1/2" x 20-1/2" x 3"

Weight:

Pack of 6 booths and 1 case - 8-1/2 pounds

Includes:

6 Table top voting booths
1 Easy-carry case



*GA Discount: 20%

Item: 05-1506	
PACKS	PRICE
1-49	\$117.95
50-99	
100-249	
250+	

*Need individual privacy screens?
See our online store for details.
Item code #05-9101*

Crowd Control Advantage Packs

Includes:

3 Bases

3 Connector chains

6 Post sections

1 Transport & storage box with durable plastic handle (compare to other sellers who do not include carrying & storage case)

Designed for lightweight transport & storage but also durability & dependability!

Specifications:

Height: 3' tall

Weight: 10 pounds

Box size: 19" x 18" x 10-1/2"



*GA Discount: 10%

Item: 02-2202	
PACKS	PRICE
1+	\$114.95



Intab, LLC
P.O. Box 186
Morrisville, NC 27560
Phone 800.232.1872
Fed. I.D. 47-4241841

Page	Date	Order Number
1	11/13/25	219659A

SOLD TO

JOHN ROSS
FULTON COUNTY
ELECTIONS WAREHOUSE
5600 CAMPBELLTON FAIRBURN RD
FAIRBURN, GA 30213

SHIP TO

Customer Number	Sales I.D.	Purchase Order Number	Media Code	Terms				
Credit Card Number	Type	Phone Number		QUOTATION, EXP	12/31/25	Zone	Pkgs.	Ship Via
47803	LC /LC	(404) 603-6970	E35/			0.0	0	TRK

Message:

Try shopping online at www.intab.net!

Quantity	B/O	Shipped	Item Number	Description	Unit Price	Disc.	Extension
500			03-1350 001 RED	Barcode Smooth Pull Tite□ Seals 01. Red, Numbered, 100 Seals	29.9500	--	14975.00
500			03-1350 004 GREEN	Barcode Smooth Pull Tite□ Seals 03. Green, Numbered, 100 Seals	29.9500	--	14975.00
500			03-1350 006 YELLOW	Barcode Smooth Pull Tite□ Seals 04. Yellow, Numbered, 100 Seals	29.9500	--	14975.00
1			SHIPPING	Shipping and Handling	2067.6600	--	2067.66
May 2026 -- General Primary Quote							
MERCHANTISE QUOTATION TOTAL \$ 46992.66							
QUOTATION TOTAL \$ 46992.66							

To turn this quotation into an order simply assign your purchase order (or provide your signature authorizing us to ship) and return this document to us by email. Please note that custom items are not returnable and custom orders are not cancellable.

Thank you for this opportunity to assist you.

Scott Rudicil
Phone: 800.232.1872
Email: sales@intab.net

P.O. # _____

Signature: _____

Date: _____

Requested Delivery Deadline: _____

Phone or Email: _____



Intab, LLC
P.O. Box 186
Morrisville, NC 27560
Phone 800.232.1872
Fed. I.D. 47-4241841

Page	Date	Order Number
1	11/13/25	219669A

SOLD TO

JOHN ROSS
FULTON COUNTY
ELECTIONS WAREHOUSE
5600 CAMPBELLTON FAIRBURN RD
FAIRBURN, GA 30213

SHIPP TO

Customer Number	Sales I.D.	Purchase Order Number	Media Code	Terms				
Credit Card Number	Type	Phone Number		QUOTATION, EXP	12/31/25	Zone	Pkgs.	Ship Via
47803	LC /LC	(404) 603-6970	E35/			0.0	0	TRK

Message:

Try shopping online at www.intab.net!

Quantity	B/O	Shipped	Item Number	Description	Unit Price	Disc.	Extension
500			03-1350 001 RED	Barcode Smooth Pull Tite□ Seals 01. Red, Numbered, 100 Seals	29.9500	--	14975.00
500			03-1350 004 GREEN	Barcode Smooth Pull Tite□ Seals 03. Green, Numbered, 100 Seals	29.9500	--	14975.00
500			03-1350 006 YELLOW	Barcode Smooth Pull Tite□ Seals 04. Yellow, Numbered, 100 Seals	29.9500	--	14975.00
1			SHIPPING	Shipping and Handling	2067.6600	--	2067.66
November 2026 -- General Election Quote							
MERCHANDISE QUOTATION TOTAL \$ 46992.66 QUOTATION TOTAL \$ 46992.66							

To turn this quotation into an order simply assign your purchase order (or provide your signature authorizing us to ship) and return this document to us by email. Please note that custom items are not returnable and custom orders are not cancellable.

Thank you for this opportunity to assist you.

Scott Rudicil
Phone: 800.232.1872
Email: sales@intab.net

P.O. # _____

Signature: _____

Date: _____

Requested Delivery Deadline: _____

Phone or Email: _____



Intab, LLC
P.O. Box 186
Morrisville, NC 27560
Phone 800.232.1872
Fed. I.D. 47-4241841

Page	Date	Order Number
1	12/02/25	219740A

SOLD TO

COREY HENSON
FULTON COUNTY
ELECTIONS WAREHOUSE
5600 CAMPBELLTON FAIRBURN RD
FAIRBURN, GA 30213

SHIPTO

Customer Number	Sales I.D.	Purchase Order Number	Media Code	Terms			
Credit Card Number	Type	Phone Number		QUOTATION	EXP	12/31/25	
47803	LC /LC	(404) 603-6970		0.0		0	TRK

Message:

Try shopping online at www.intab.net!

Quantity	B/O	Shipped	Item Number	Description	Unit Price	Disc.	Extension
1200			03-1350 002 WHITE	Barcode Smooth Pull Tite□ Seals 05. White, Numbered, 100 Seals	29.9500	--	35940.00
100			03-1350 003 BLUE	Barcode Smooth Pull Tite□ Seals 02. Blue, Numbered, 100 Seals	29.9500	--	2995.00
1			SHIPPING	Shipping and Handling	1935.4200	--	1935.42
				MERCHANDISE QUOTATION TOTAL	\$		40870.42
				QUOTATION TOTAL	\$		40870.42

To turn this quotation into an order simply assign your purchase order (or provide your signature authorizing us to ship) and return this document to us by email. Please note that custom items are not returnable and custom orders are not cancellable.

Thank you for the opportunity to assist you.

Lakin Henderson
Phone: 800.232.1872
Email: sales@intab.net

P.O. # _____

Signature: _____

Date: _____

Requested Delivery Deadline: _____

Phone or Email: _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0062

Meeting Date: 2/4/2026

Department

Police

Requested Action

Request approval of the lowest responsible bidder - Police Department, 25ITBC1523198B-RT, Uniforms, Footwear, and Duty Gear in an amount not to exceed \$130,000.00 with Smyrna Police Distributors (Smyrna, GA) to provide uniforms, footwear, and duty gear for police personnel to be provided effective upon execution of contract through December 31, 2026, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

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 The Police Department requests approval to award a contract with Smyrna Police Distributors to provide uniforms, footwear, and duty gear for police personnel.

Scope of Work: Smyrna Police Distributors will provide uniforms, footwear, and duty gear for police personnel. Smyrna Police Distributors has a local retail facility that can custom fit uniforms and maintains a large inventory of items and can quickly respond to departmental requirements.

Community Impact: A professional police uniform is a reminder to the community of the motto "To

Protect and to Serve".

Department Recommendation: The Police Department recommends approval of this item.

Project Implications: Without uniforms, it would be difficult to identify police officers from non-police officers, or to their colleagues who require assistance, and to quickly identify each other in emergency situations for ease of coordination.

Community Issues/Concerns: There are no community issues/concerns.

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

Contract Modification: This is a new procurement.

Contract & Compliance Information

Contract Value: **\$130,000.00**

Prime Vendor: **Smyrna Police Distributors**

Prime Status: **Non-Minority**

Location: **Smyrna, GA**

County: **Cobb County**

Prime Value: **\$130,000.00 or 100.00%**

Total Contract Value: **\$130,000.00 or 100.00%**

Total Certified Value: **\$0.00**

Exhibits Attached

Exhibit 1: Bid Tabulation

Exhibit 2: Recommendation Memo

Exhibit 3: Contractor Performance Report

Contact Information

W. Wade Yates, Chief of Police, 404-613-5705

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$130,000.00
TOTAL:	\$130,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-320-3202-1455: General Fund, Police, Reports and Permits, Uniforms - \$10,200
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 2:

100-320-3206-1455: General Fund, Police, Headquarters Operations & Logistics, Uniforms - \$7,000
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 3:

100-320-3212-1455: General Fund, Police, Special Operations, Uniforms - \$5,000
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 4:

100-320-3215-1455: General Fund, Police, Fulton County Public Safety Training Center, Uniforms - \$5,577
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 5:

100-320-5207-1455: General Fund, Police, Facility Security, Uniforms - \$18,500
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 6:

301-320-3201-1455: South Fulton Sub-District, Police, Uniform Patrol, Uniforms - \$65,000
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 7:

301-320-3205-1455: South Fulton Sub-District, Police, Criminal Investigations, Uniforms - \$4,000
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 8:

301-320-3205-1455: South Fulton Sub-District, Police, Code Enforcement, Uniforms - \$600
Pending BOC approval of the FY2026 Adopted Budget

Funding Line 9:

312-320-S210-1455: Animal Services, Police, Animal Control, Uniforms - \$15,000

Pending BOC approval of the FY2026 Adopted Budget

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2026
Cost Adjustment:	Renewal/Extension Terms: Two (2) Renewal Options

Overall: Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 8/7/2025 **Report Period End:** 11/6/2025

Award

Created by Roderic Terrell
Created on 2026-01-06T19:58:27.920Z
Solicitation 25ITBC1523198B-RT - Uniforms, Footwear, and Duty Gear

Organization Name	Bid Amount	Bid Rank	Award	Awarded Value	Comment
Dana Safety Supply	\$2,724.19	1			This was an all or none award and this vendor did not provide a pricing for all items.
Galls, LLC	\$9,453.90	N/A			This was an all or none award and this vendor did not provide a pricing for all items. This vendor had exceptions.
SMYRNA POLICE DISTRIBUTORS	\$10,397.50	3	✓	\$10,397.50	This vendor provided pricing for all items as required.
T&T UNIFORMS, INC.	\$7,962.44	2			This was an all or none award and this vendor did not provide a pricing for all items.



**FULTON
COUNTY**

INTER-OFFICE MEMORANDUM

DATE: 12/03/2025

TO: Felicia Strong-Whitaker, Chief Purchasing Agent

FROM: W. Wade Yates, Chief of Police

SUBJECT: 25ITBC1523198B-RT Uniforms Footwear and Duty Gear

POLICE HEADQUARTERS • 4701 FULTON INDUSTRIAL BLVD • ATLANTA, GEORGIA 30336 • 404-613-5700 • FAX 404-730-5758

We have reviewed the vendor responses for 25ITBC1523198B-RT - Uniforms Footwear and Duty Gear. Four vendors responded: Dana Safety Supply, Galls, Inc., T & T Uniforms, Inc., and Smyrna Police Distributors. The Police Department recommends that the request for 25ITBC1523198B-RT - Uniforms Footwear and Duty Gear is awarded to Smyrna Police Distributors. Please issue a PO in the amount of \$130,000 to Smyrna Police Distributors to provide the Police Department uniforms, footwear, and duty gear.

Smyrna Police Distributors
2295 South Cobb Drive
Smyrna, GA 30080

Dana Safety Supply, Galls, LLC, and T & T Uniforms, Inc. submitted a lower quotes but was not recommended because they did not submit pricing for all items as required.

If you require additional information, please contact Delia Dickerson, Financial Administrator at 404-613-7906.

Thank you.

Department Head (or designee):

Date: 120325

Performance Evaluation Details

ID	E6
Project	Uniforms Footwear and Duty Gear
Project Number	23ITBC138578B-RT
Supplier	SMYRNA POLICE DISTRIBUTORS
Supplier Project Contact	RONDA JACOBS (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/07/2025 to 11/06/2025
Effective Date	01/08/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/08/2026 11:38 AM EST
Completion Date	01/08/2026 11:38 AM EST
Evaluation Score	85

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

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Sewing has improved.

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Turn around time could be faster.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Ronda and team respond within a day or two for orders or questions we may have.

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

Overall we are satisfied with SPD.

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 Costs stay with the original contract agreement amount.

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0063

Meeting Date: 2/4/2026

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

Request approval of a Resolution affirming the protection of Constitutional Rights at Fulton County facilities and limiting ICE enforcement activities. **(Arrington)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0064

Meeting Date: 2/4/2026

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

Request approval of a Resolution reaffirming the total allocation of an amount not less than \$4.8 million for permanent Supportive Housing in fiscal year 2026; directing the County Manager to present a proposed budget for Fiscal Year 2027 that includes an amount not less than \$4.8 million for permanent Supportive Housing; and for other purposes. **(Ivory)**

1 **A RESOLUTION REAFFIRMING THE TOTAL ALLOCATION OF AN AMOUNT NOT**
2 **LESS THAN \$4.8 MILLION FOR PERMANENT SUPPORTIVE HOUSING IN FISCAL**
3 **YEAR 2026; DIRECTING THE COUNTY MANAGER TO PRESENT A PROPOSED**
4 **BUDGET FOR FISCAL YEAR 2027 THAT INCLUDES AN AMOUNT NOT LESS THAN**
5 **\$4.8 MILLION FOR PERMANENT SUPPORTIVE HOUSING; AND FOR OTHER**
6 **PURPOSES.**

7 **WHEREAS**, Permanent Supportive Housing (“PSH”) is a long-term, community-
8 based housing model designed for individuals with disabilities, chronic illnesses, or
9 significant barriers to housing stability that pairs affordable housing assistance with
10 voluntary, flexible wrap-around support services - such as case management, medical
11 care, and mental health treatment - to enable independent living and prevent
12 homelessness; and

13 **WHEREAS**, research has shown that PSH not only resolves homelessness and
14 increases housing stability, but also improves health, and lowers public costs by reducing
15 the use of publicly-funded crisis services, including shelters, hospitals, psychiatric
16 centers, jails, and prisons; and

17 **WHEREAS**, to fulfill the goal of combatting homelessness by providing PSH to
18 those members of Fulton County experiencing or potentially experiencing homelessness,
19 the Fulton County Board of Commissioners voted on January 21, 2026 to approve a
20 budget for Fiscal Year 2026 that included an allocation of an amount not less than
21 \$4,800,000.00 (Four Million, Eight Hundred Thousand Dollars) from the Department of
22 Behavioral Health and Developmental Disabilities’ budget to provide PSH for those
23 members of Fulton County experiencing or potentially experiencing homelessness; and

24 **WHEREAS**, funding for PSH is authorized pursuant to Fulton County Code § 1-
25 117, which provides that the Board of Commissioners has exclusive jurisdiction and

1 control over all the property of the county, as they may deem expedient, according to law,
2 having the care, management, keeping, collecting, or disbursement, of money belonging
3 to the county, or appropriated for its use and benefit, making such rules and regulations
4 for the support of the poor of the county, and for the promotion of health, as are not
5 inconsistent with law, and to exercise such other powers as are granted by law, or are
6 indispensable to their jurisdiction over county matters and county finances; and

7 **WHEREAS**, funding for PSH is also authorized pursuant to O.C.G.A. § 36-1-19.1,
8 which allows Fulton County to appropriate money for, and the making of grants or
9 contributions, to any corporation, association, institution, or individual for purely charitable
10 purposes, provided that the activities funded by any such grants or contributions shall
11 take place within the county making such grant or contribution and is in the form of
12 contracts for services; and

13 **WHEREAS**, O.C.G.A. § 36-1-19.1(d) defines “purely charitable purposes” to
14 include charitable contributions for health and social welfare purposes.

15 **NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners hereby
16 reaffirms its commitment of Fiscal Year 2026 funding in an amount not less than
17 \$4,800,000.00 (Four Million, Eight Hundred Thousand Dollars) from the Department of
18 Behavioral Health and Developmental Disabilities’ budget to be allocated to provide
19 permanent supportive housing for those members of Fulton County experiencing or
20 potentially experiencing homelessness.

21 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby directs
22 the County Manager and the Finance Department to present a proposed budget for Fiscal

1 Year 2027 that includes an allocation of funding in an amount not less than \$4,800,000.00
2 (Four Million, Eight Hundred Thousand Dollars) to provide permanent supportive housing
3 for Fulton County's homeless population.

4 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
5 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
6 are hereby repealed to the extent of the conflict.

7 **BE IT FURTHER RESOLVED**, this 4th day of February, 2026.

8 **FULTON COUNTY**
9 **BOARD OF COMMISSIONERS**

10
11 **Sponsored by:**
12
13

14 Moraima Ivory, Commissioner
15 District 4
16
17
18

19 ATTEST:
20
21
22

23 _____
24 Tonya Grier
25 Clerk to the Commission
26

27 **APPROVED AS TO FORM:**

28 _____
29
30 Y. Soo Jo
31 County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0066

Meeting Date: 2/4/2026

Department

External Affairs

Requested Action

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

Presentation: 2026 State Legislative Session Update.

Requirement for Board Action

(Cite specific Board policy, statute or code requirement)

Request 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?

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 State Legislative Session Update

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0069

Meeting Date: 2/4/2026

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**).