

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

October 16, 2024

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)
Natalie Hall, 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**24-0660 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 Second Regular Meeting Agenda for separate consideration.

24-0661 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "A'Carlyon Perry Grief Awareness Day." **(Arrington/Hall)**
October 4, 2024

Proclamation recognizing "Alpha Merit Badge University Day."
(Abdur-Rahman/Pitts/Thorne)
October 5, 2024

Proclamation recognizing "Nexus Circular Appreciation Day." **(Pitts)**
October 16, 2024

Proclamation recognizing "Atlanta Volunteer Lawyers Foundation Appreciation Day." **(Pitts)**
October 16, 2024

Proclamation recognizing "Johns Creek Green Team Appreciation Day." **(Thorne)**
October 16, 2024

Proclamation recognizing "Roswell Rotary Appreciation Day." **(Ellis)**
October 16, 2024

Proclamation recognizing "Livable Buckhead Appreciation Day." **(Barrett)**
October 16, 2024

Proclamation recognizing "Atlanta Beltline Appreciation Day." **(Hall)**
October 16, 2024

Proclamation recognizing "Community Health Worker Garden Project at Camp Truitt Appreciation Day." **(Arrington)**
October 16, 2024

Proclamation recognizing "Community Health Aligning Revitalization Resilience and Sustainability Appreciation Day." **(Abdur-Rahman)**
October 16, 2024

24-0662 Board of Commissioners

Request approval of the proposed 2025 Fulton County Board of Commissioners' Meeting Calendar.

Open & Responsible Government**24-0663 Real Estate and Asset Management**

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138778C-MH, Boiler Inspection and Preventive Maintenance Services, in an amount not to exceed \$100,000.00 with Daikin Applied Americas, Inc. (Marietta, GA) to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities as needed. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0664 Real Estate and Asset Management

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, Georgia, and Johns Creek 206, LLC, for the purpose of granting Fulton County access to extend and maintain the sanitary sewer system at 0 McGinnis Ferry Road, Johns Creek, Georgia 30097.

24-0665 Finance

Ratification of September 2024 Grants Activity Report.

Health and Human Services**24-0666 Behavioral Health and Developmental Disabilities**

Request approval to select Applied Research Services (ARS) as the Evaluator for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 Behavioral Health Partnership for Early Diversion of Adults and Youth Grant. Effective October 1, 2023 to September 30, 2028.

24-0667 Public Works

Request approval to renew an existing contract - Department of Public Works, 23ITB08232023A-JWT, Emergency Sewage Cleanup Services in the amount of \$101,349.40 with Above All Cleaning & Restoration, LLC (Tucker, GA), to provide emergency sewage cleanup services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0668 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services in an amount not to exceed \$131,923.00 with Ed Castro Landscaping, Inc. (Roswell, GA), to provide landscaping restoration services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0669 Public Works

Request approval to renew an existing contract - Department of Public Works, 22ITBC079A-KM, Colilert Reagent 24 and Colilert 18 Reagent Supplies, in an amount not to exceed \$90,669.40 with IDEXX Distribution Inc. (Westbrook, ME), chemicals for drinking water analysis for use with existing County-owned lab equipment. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Justice and Safety**24-0670 Police**

Request approval to renew existing contracts, 23ITBC138578B-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. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

24-0671 Sheriff

Request approval renew an existing contract - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the second of three renewal options. One renewal option remains. Effective October 31, 2024, through July 31, 2025. This is a revenue neutral contract.

24-0672 Superior Court Administration

Request approval to approve a Memorandum of Agreement with Goodwill of North Georgia ("GNG") effective October 1, 2024, through September 30, 2025, for the purposes of providing job readiness and skills training and employment as part of the Peer and Care Expansion project (PeaCE) Project. The agreement is subject to grant funding and guidelines outlined in the pending grant award submitted to the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Programs #O-BJA_2021-171972, attached hereto as Exhibit A in an amount not to exceed \$47,089.00. Three (3) one-year renewal options pending grant funding.

Infrastructure and Economic Development

24-0673 Public Works

Request approval of the First Amendment of a Memorandum of Agreement (MOA) between Fulton County and the Metropolitan Atlanta Rapid Transit Authority (MARTA), Clayton County, City of College Park, the Airport South Community Improvement District (ASCID), the Airport West Community Improvement District (AWCID) (together the AACIDs) and the Georgia Department of Transportation (GDOT), for participation in the Automated Transit Network (ATN) Investigation & Improvement Study; authorize the Chairman to execute the First Amendment; authorize the County Attorney to approve the First Amendment as to form and to makes changes thereto prior to execution. No Funding required by Fulton County. Effective upon execution.

SECOND REGULAR MEETING AGENDA

24-0674 Board of Commissioners

Adoption of the Second Regular Meeting Agenda.

24-0675 Clerk to the Commission

Ratification of Minutes.

Second Regular Meeting Minutes, September 18, 2024
First Regular Meeting Post Agenda Minutes, October 2, 2024

24-0676 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing “Fulton County Citizens Commission on the Environment Awardee Appreciation Day.” **(BOC)**

Proclamation recognizing “Maggie DeCan Appreciation Day.” **(Ellis/Thorne)**

Proclamation recognizing “Katha Stuart Appreciation Day.” **(Ellis/Thorne)**

Proclamation recognizing “Fulton County Board of Health’s Breast and Cervical Cancer Prevention Program Appreciation Day.” **(Barrett/Pitts/Ellis)**

Proclamation recognizing “Friends of the Library Week.” **(Barrett/Ellis)**

PUBLIC HEARINGS**24-0677 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.

PRESENTATIONS TO THE BOARD**Invest Atlanta****24-0678 Board of Commissioners**
Invest Atlanta Briefing.

COUNTY MANAGER'S RENEWAL ITEMS**Open & Responsible Government****24-0679 Real Estate and Asset Management**

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138735K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection, in the total amount not to exceed \$1,500,000.00 with (A) WSP USA Environment & Infrastructure, Inc. (Kennesaw, GA) in an amount not to exceed \$300,000.00; (B) Axis Infrastructure, LLC (Roswell, GA) in an amount no to exceed \$300,000.00, (C) Johnson, Spellman & Associates, Inc. (Peachtree Corners, GA) in an amount not to exceed \$300,000.00, (D) Wiley/Wilson (Atlanta, GA) in an amount not to exceed \$300,000.00; and, (E) Foresite Group, LLC (Peachtree Corners, GA) in an amount not to exceed \$300,000.00, to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an task order basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0680 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide, in an amount not to exceed \$309,000.00 with Arborserv, Inc. (Lithonia, GA), to provide on-site tree removal services countywide on an "as-needed" basis. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

24-0681 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138733K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural and Engineering Services, in the total amount not to exceed \$1,600,000.00 with (A) Sizemore Group, LLC (Atlanta, GA) in an amount not to exceed \$400,000.00; (B) KHAFRA Engineering Consultants, Inc. (Atlanta, GA) in an amount not to exceed \$400,000.00; (C) Heery + Russell, a joint venture (Atlanta, GA) in an amount not to exceed \$400,000.00; and (D) WSP USA Environmental & Infrastructure, Inc. (Kennesaw, GA) in an amount not to exceed \$400,000.00, to provide standby professional services for facilities related design, engineering and assessments. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0682 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB110923C-GS, HVAC On Call Maintenance Services Countywide in an amount not to exceed \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in an amount not to exceed \$400,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in an amount not to exceed \$350,000.00; (C) 5 Seasons Mechanical LLC (Norcross, GA) in an amount not to exceed \$250,000.00; and (D) JR Hobbs Co. - Atlanta, LLC (Lawrenceville, GA) in an amount not to exceed \$200,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0683 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide, in an amount not to exceed \$345,000.00 with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in an amount not to exceed \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in an amount not to exceed \$125,000.00; and (C) Brad Construction Company II (Fayetteville, GA) in the amount not to exceed \$75,000.00, to provide carpet, carpet tile installation and repair services on an "as-needed" basis for Countywide facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0684 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138804C-GS, Electrical on Call Maintenance Services Countywide in an amount not to exceed \$375,000.00, with (A) Capital City Electrical Services, LLC (Norcross, GA) in an amount not to exceed \$165,000.00; (B) ALL-N-1 Security Services, Inc. (Atlanta, GA) in an amount not to exceed \$160,000.00; and (C) Electrify Atlanta, LLC (Roswell, GA) in an amount not to exceed \$50,000.00, to provide standby on-site electrical on-call maintenance services on an "as needed" basis for all Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0685 County Manager**

Presentation of the Fulton County Operational Report.

24-0686 Finance

Presentation, review, and approval of October 16, 2024, Budget Soundings and Resolution.

24-0687 Information Technology

Request approval to increase the spending authority - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed \$450,000.00 with CDW Government LLC. (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals. Effective upon BOC approval.

24-0688 Real Estate and Asset Management

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide, in the amount not to exceed \$150,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2025, through June 18, 2025.

COMMISSIONERS' ACTION ITEMS**24-0611 Board of Commissioners**

Request approval of an Ordinance amending Part 1, Subpart B, Chapter 101- General Provisions and County Governing Authority, Article I, Sec. 101-68 - Decorum, of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of the Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 9/18/24 ON 10/2/24)**

24-0654 Board of Commissioners

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 10/2/24)**

24-0655 Board of Commissioners

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes. **(Thorne) (HELD ON 10/2/24)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****24-0689 External Affairs**

Presentation: 2025 Legislative Agenda.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

24-0613 Board of Commissioners

Discussion: Open Records Requests (Thorne) (HELD ON 9/18/24 AND 10/2/24)

24-0614 Board of Commissioners

Discussion: Sheriff's Office Outstanding Invoices (Pitts) (MOTION TO APPROVE FAILED ON 9/4/24 AND 10/2/24)

A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to approve allocating \$2,255,042.94 to the Sheriff's Office. Motion to Approve Failed on 10/2/24

Reference item #24-0579:

A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to allocate the \$2.137 million to the Sheriff's Office. Motion to Approve Failed on 9/4/24

24-0615 Board of Commissioners

Discussion: Inmate Phone Contract & Jail Commissary Contract (Pitts) (HELD ON 9/18/24 AND 10/2/24)

EXECUTIVE SESSION

24-0690 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.: 24-0661

Meeting Date: 10/16/2024

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

Proclamation recognizing “A’Cariyon Perry Grief Awareness Day.” **(Arrington/Hall)**
October 4, 2024

Proclamation recognizing “Alpha Merit Badge University Day.” **(Abdur-Rahman/Pitts/Thorne)**
October 5, 2024

Proclamation recognizing “Nexus Circular Appreciation Day.” **(Pitts)**
October 16, 2024

Proclamation recognizing “Atlanta Volunteer Lawyers Foundation Appreciation Day.” **(Pitts)**
October 16, 2024

Proclamation recognizing “Johns Creek Green Team Appreciation Day.” **(Thorne)**
October 16, 2024

Proclamation recognizing “Roswell Rotary Appreciation Day.” **(Ellis)**
October 16, 2024

Proclamation recognizing “Livable Buckhead Appreciation Day.” **(Barrett)**
October 16, 2024

Agenda Item No.: 24-0661

Meeting Date: 10/16/2024

Proclamation recognizing “Atlanta Beltline Appreciation Day.” **(Hall)**

October 16, 2024

Proclamation recognizing “Community Health Worker Garden Project at Camp Truitt Appreciation Day.” **(Arrington)**

October 16, 2024

Proclamation recognizing “Community Health Aligning Revitalization Resilience and Sustainability Appreciation Day.” **(Abdur-Rahman)**

October 16, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0662

Meeting Date: 10/16/2024

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

Request approval of the proposed 2025 Fulton County Board of Commissioners' Meeting Calendar.

Fulton County Board of Commissioners Proposed 2025 Meeting Schedule

First Regular Meetings	Second Regular Meetings
*Wednesday, January 8, 2025 (POSTPONED FROM JANUARY 1, 2025)	*Wednesday, January 22, 2025 (POSTPONED FROM JANUARY 15, 2025)
Wednesday, February 5, 2025	Wednesday, February 19, 2025
Wednesday, March 5, 2025	Wednesday, March 19, 2025
Wednesday, April 2, 2025	Wednesday, April 16, 2025
Wednesday, May 7, 2025	Wednesday, May 21, 2025
Wednesday, June 4, 2025	Wednesday, June 18, 2025
*Wednesday, July 9, 2025 (POSTPONED FROM JULY 2, 2025)	*(NO 2ND REGULAR MEETING)
Wednesday, August 6, 2025	Wednesday, August 20, 2025
Wednesday, September 3, 2025	Wednesday, September 17, 2025
Wednesday, October 1, 2025	Wednesday, October 15, 2025
Wednesday, November 5, 2025	Wednesday, November 19, 2025
Wednesday, December 3, 2025	Wednesday, December 17, 2025

*Except for the months of January and July, all meetings will be held on the first and third Wednesdays of each month at 10:00 a.m. in the Fulton County Government Center – Assembly Hall, 141 Pryor Street SW, Atlanta, Georgia. For more information, please contact the Office of the Clerk to the Commission at 404-612-8200 or visit Fulton County’s website at <https://www.fultoncountyga.gov/>

2025

United States

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			<u>1</u>	2	3	4				5	6	7	8	1						1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	<u>14</u>	15	9	10	11	12	13	14	15
19	<u>20</u>	21	22	23	24	25	16	<u>17</u>	18	19	20	21	22	16	<u>17</u>	18	19	20	21	22
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April							May							June						
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13	14	<u>15</u>	16	17	18	19	<u>11</u>	12	13	14	15	16	17	<u>15</u>	16	17	18	<u>19</u>	20	21
<u>20</u>	21	22	<u>23</u>	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	<u>26</u>	27	28	29	30	31	29	30					

July							August							September						
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													

October							November							December						
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			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	<u>13</u>	14	15	16	17	18	9	10	<u>11</u>	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	<u>25</u>	26	27
26	27	28	29	30	<u>31</u>		23	24	25	26	<u>27</u>	<u>28</u>	29	28	29	30	<u>31</u>			
							30													

2025 Holidays for United States

Jan 1	New Year's Day	May 11	Mother's Day	Nov 11	Veterans Day
Jan 20	Martin Luther King Jr. Day	May 26	Memorial Day	Nov 27	Thanksgiving Day
Feb 14	Valentine's Day	Jun 15	Father's Day	Nov 28	Day after Thanksgiving Day
Feb 17	Washington's Birthday	Jun 19	Juneteenth	Dec 24	Christmas Eve
Mar 17	St. Patrick's Day	Jul 4	Independence Day	Dec 25	Christmas Day
Apr 15	Tax Day	Sep 1	Labor Day	Dec 31	New Year's Eve
Apr 20	Easter Sunday	Oct 13	Columbus Day		
Apr 23	Administrative Professionals Day	Oct 31	Halloween		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0663

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 23ITB138778C-MH, Boiler Inspection and Preventive Maintenance Services, in an amount not to exceed \$100,000.00 with Daikin Applied Americas, Inc. (Marietta, GA) to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities as needed. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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 or 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 furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide standby on-site boiler inspection and preventive maintenance services for 27 boilers located within selected Fulton County facilities on an “as needed” basis.

Scope of Work: The Scope of Work includes, but is not limited to, the following preventive maintenance task:

1. Inspect boilers, fireboxes, and water heaters.
2. Inspect burners and flame controls.
3. Inspect fuel systems, pressure and safety valves, regulators, and switches.
4. Inspect linkages and pipes and check diaphragm valves.
5. Inspect all feed water and condensate pumps and motors directly feeding makeup water.
6. Inspect fans and check for unusual noise or vibration, tighten fan blades and lubricate shaft ball bearing.
7. Inspecting motor starters, run diagnostic check, and check all terminals.
8. Inspect boiler controls and test all safety devices and alarms for proper operation.
9. Inspect low and high-water cutoff and clean and check all water columns, glass gauges, and try cocks.
10. Inspect the outside finish on the unit and all components to include galvanized and stainless-steel construction and painted surfaces.
11. Inspect boilers with heating elements, perform continuity and amperage check of the elements
12. Test all boiler pumps and water chemicals levels to include recirculation pumps.

The State of Georgia requires the inspection of buildings or similar structures to ensure compliance with the local standards in accordance with the safety standards set forth for this equipment.

Community Impact: This service impacts the community because the State rules and regulations are to promote consumer protection through state regulation and American National Standard Safety Code of boiler and pressure vessel.

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

When deficiencies are identified, Fulton County is liable to repair/or replace these systems which comes at an additional cost. This is a time and material contract, the requested authority in the amount of \$100,000.00 will cover the costs for inspections, replacement parts/ components; and labor rates for maintenance repairs for FY2025.

Project Implications: This service keeps the County in compliance with state law which requires the inspection of buildings or similar structures to ensure compliance with the local standards. Each existing elevator: escalator, boiler and pressure vessel shall be thoroughly inspected as to their construction, installation, and condition on an annual basis. A permit is required and issue in accordance with the safety standards set forth for the equipment.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department cannot provide boiler inspection and preventive maintenance services in Fulton County facilities which will jeopardize Fulton County not being in compliance with the state laws and regulations requiring existing boilers and pressure vessels inspection and permits for Fulton County facilities.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0767	11/1/23	\$100,000.00
1st Renewal			\$100,000.00
Total Revised Amount			\$200,000.00

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

Contract Value: \$100,000.00

Prime Vendor: Daikin Applied Americas, Inc.

Prime Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Prime Value: \$100,000.00 or 100.00%

Total Contract Value: \$100,000.00 or 100.00%

Total Certified Value: \$0.00 or 0.00%

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Performance Evaluation

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$100,000.00

Previous Adjustments: \$0.00

This Request: \$100,000.00

TOTAL: \$200,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5225-1116: General, Real Estate and Asset Management, Building Maintenance- \$100,000.00
“Subject to availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024 **Report Period End:** 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138778C-MH

BID/RFP# TITLE: Boiler Inspection and Preventive Maintenance Services

ORIGINAL APPROVAL DATE: 11/1/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$100,000.00

COMPANY'S NAME: Daikin Applied Americas, Inc.

ADDRESS: 1765 West Oak Pkwy

CITY: Marietta

STATE: Georgia

ZIP: 30062

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

DAIKIN APPLIED AMERICAS, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Joseph Williams
Owner Sales Direct

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Boiler Inspections and Preventive Maintenance
Project Number	23ITB138778C-MH
Supplier	DAIKIN Applied
Supplier Project Contact	Joseph Williams (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/08/2024
Evaluation Type	Formal
Interview Date	08/07/2024
Expectations Meeting Date	09/27/2024
Status	Completed
Publication Date	08/08/2024 10:00 AM EDT
Completion Date	08/08/2024 10:00 AM EDT
Evaluation Score	76

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
Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating
Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.
Comments
Issues with tech availability for same day service

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments
Not Specified

CUSTOMER SATISFACTION

14/20

Rating
Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.
Comments
performance issues with certain Daiken equipment

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.
Comments
the cost of simple sensors that are vitals parts to keep our units running properly are astronomical

GENERAL COMMENTS

Comments
Daiken provides good customer service our only issue is same day service

Contract Renewal Evaluation Form

Date:	July 30, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB138778C-MH
Contract Title:	Boiler Inspection and Preventive Maintenance Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope of work for this contract cannot be reduced because we do not have the in-house capabilities of required equipment, tools, skills, and in-house staff to provide this service. This service keeps the County in compliance, because it is governed and mandated by the State of Georgia to provide inspection of buildings or similar structures to ensure compliance with the Local standards (see attached Georgia Laws and Rules Regulating Escalators and Georgia Laws and Rules Regulating Boilers and Pressure Vessels).

Each existing boiler and pressure vessel shall be thoroughly inspected as to their construction, installation, and condition on an annual basis. A permit is required and issue in accordance with the safety standards set forth for these equipment (see Attached Georgia Code Sections 120-3-25 and 120-3-26).

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

The prices for Boiler Inspection do reflect the current market. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is code Selection 102-373, Competitive Sealed Bid.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	We cannot compare cost other than the State of Georgia.

Explanation / Notes:

Click here to enter text.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County allocated expenditures as of 7/30/2024, \$99,574.66

FY2023 The County spent \$93,103.24

FY2022 The County spent \$37,652.33

FY2021 There were no expenditures

FY2020 There were no expenditures

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

This service cannot be performed in-house because the DREAM does not have enough qualified and experienced technicians necessary to perform this kind of work.

7. What would be the impact on your department if this contract was not approved?

If this contract is not renewed, the department will not be able to provide boiler inspection and preventive maintenance services in Fulton County facilities. This also will jeopardize Fulton County for not following the State of Georgia laws and rules regulating on all existing boilers and pressure vessels inspection and permits for Fulton County facilities.

This service keeps the County in compliance, because it is governed and mandated by the State of Georgia to provide inspection of buildings or similar structures to ensure compliance with the Local standards (see attached Georgia Laws and Rules Regulating Escalators and Georgia Laws and Rules Regulating Boilers and Pressure Vessels). Each existing elevator: escalator, boiler and pressure vessel shall be thoroughly inspected as to their construction, installation, and condition on an annual basis. A permit is required and issue in accordance with the safety standards set forth for this equipment (see Attached Georgia Code Sections 120-3-25 and 120-3-26).

Dexter Dyer

Dexter Dyer, Building Maintenance Manager
Carlos Sutton, Trades Manager

July 30, 2024

Prepared by

Date

Joseph Davis

Joseph N. Davis, Director

September 6, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0664

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval of Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, Georgia, and Johns Creek 206, LLC, for the purpose of granting Fulton County access to extend and maintain the sanitary sewer system at 0 McGinnis Ferry Road, Johns Creek, Georgia 30097.

Requirement for Board Action

Pursuant to Fulton County Code ("FCC") Sec. 34-509, any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC Sec. 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. Sec. 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

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

The Department of Real Estate and Asset Management (DREAM) and the Department of Public

Works request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with Johns Creek 206, LLC.

Environmental Protection Division (EPD) regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

Johns Creek 206, LLC, the Owner of the real property located at 0 McGinnis Ferry Road, Johns Creek, Georgia 30097, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, Johns Creek 206, LLC, and future owners that may acquire the property at 0 McGinnis Ferry Road, Johns Creek, Georgia 30097.

Community Impact: The Department of Public Works has confirmed that if this agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

Department Recommendation: The Department of Real Estate and Asset Management accepts the Department of Public Works to accept the terms of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

Project Implications: Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: None

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding.

Cross Reference:

Book 53346 Page 604

Book 65539 Page 655

After recording, please return to:

Fulton County
c/o Fulton County Department of Real Estate and Asset Management
Land Division
141 Pryor Street, SW, Ste. 8021
Atlanta, Georgia 30303

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Johns Creek 206, LLC (hereinafter referred to as the "Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located on Land Lot 416, 417 & 418, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Development"); and

WHEREAS, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

WHEREAS, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

WHEREAS, County is the owner and operator of the Fulton County Sanitary Sewer System (herein after "System") which is permitted by the Georgia Environmental Protection Division (hereinafter "EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

WHEREAS, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring potable sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

WHEREAS, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

WHEREAS, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

WHEREAS, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

NOW, THEREFORE, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 65539**, **Page(s) 655**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 65539** **Page 655** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted hereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the development or use of the Association's land, of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner's members in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Multi-family residential developments are those developments which do not meet the minimum requirements set forth in the Fulton County Subdivision Regulations in regard to street design. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Single-family residential developments are those developments built in accordance with the Fulton County Subdivision Regulations in regard to street design. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served.

Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

- (b) **Commercial/Mixed-Use Developments:** Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County Standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County Standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, and etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary sewer Resources Unit at 404-612-3421 of any proposed maintenance. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system."
9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date

of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

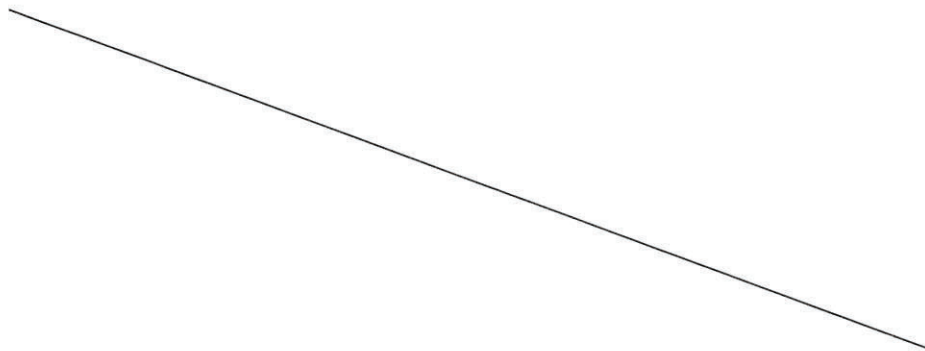
Johns Creek 206, LLC
11340 Lakefield Dr STE 140
Johns Creek, GA 30097

County:

David Clark, P.E.
Director, Department of Public Works
141 Pryor Street, S.W.
Suite 6001
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.



IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of


Unofficial Witness

OWNER

Johns Creek 206, LLC


Signature (Authorized Party to Bind Owner Entity)

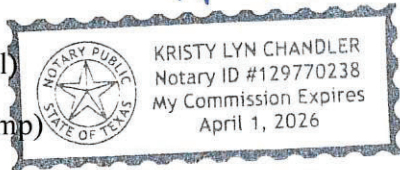
Richard Costello, President
Signatory' Name and Title (printed)

Owner's Address: _____
11340 Lakefield Dr STE 140
Johns Creek, GA 30097


Notary Public
My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



FULTON COUNTY, GEORGIA

Attest:

By: _____
Chairman, Board of Commissioners

Clerk of Commission

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

EXHIBIT "A"

(attach legal description and/or plat of the easement area)

DESCRIPTION OF

Bellmore Park - Pod F Sanitary Sewer E Easement

All that tract or parcel of land lying and being in Land Lots 417 and 418 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the corner common to Land Lots 406, 407, 418, and 419; **THENCE** leaving said corner common to Land Lots 406, 407, 418, and 419 along a tie line South 31 degrees 33 minutes 53 seconds East a distance of 2377.19 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** South 25 degrees 01 minutes 48 seconds East a distance of 53.37 feet to a point; **THENCE** South 09 degrees 04 minutes 45 seconds East a distance of 116.44 feet to a point; **THENCE** South 01 degrees 18 minutes 37 seconds East a distance of 156.57 feet to a point; **THENCE** South 88 degrees 41 minutes 23 seconds West a distance of 20.00 feet to a point; **THENCE** North 01 degrees 18 minutes 37 seconds West a distance of 155.21 feet to a point; **THENCE** North 09 degrees 04 minutes 45 seconds West a distance of 112.28 feet to a point; **THENCE** North 25 degrees 01 minutes 48 seconds West a distance of 51.48 feet to a point; **THENCE** North 67 degrees 34 minutes 36 seconds East a distance of 20.02 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 6,454 square feet or 0.15 acres.

DESCRIPTION OF

Bellmoore Park - Pod F Sanitary Sewer D Easement

All that tract or parcel of land lying and being in Land Lots 417 and 418 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the corner common to Land Lots 406, 407, 418, and 419; **THENCE** leaving said corner common to Land Lots 406, 407, 418, and 419 along a tie line South 34 degrees 20 minutes 19 seconds East a distance of 1936.57 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** North 86 degrees 33 minutes 45 seconds East a distance of 214.46 feet to a point; **THENCE** South 03 degrees 26 minutes 15 seconds East a distance of 20.00 feet to a point; **THENCE** South 86 degrees 33 minutes 45 seconds West a distance of 214.99 feet to a point; **THENCE** North 02 degrees 54 minutes 17 seconds West a distance of 9.74 feet to a point; **THENCE** North 00 degrees 57 minutes 33 seconds West a distance of 10.27 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 4,296 square feet or 0.10 acres.

DESCRIPTION OF

Bellmoore Park - Pod F Sanitary Sewer A Easement

All that tract or parcel of land lying and being in Land Lots 417 and 418 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point at the corner common to Land Lots 406, 407, 418, and 419;
THENCE leaving said corner common to Land Lots 406, 407, 418, and 419 along a tie line South 67 degrees 55 minutes 11 seconds East a distance of 1415.60 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** South 70 degrees 41 minutes 48 seconds East a distance of 20.00 feet to a point; **THENCE** South 19 degrees 18 minutes 12 seconds West a distance of 395.07 feet to a point; **THENCE** South 53 degrees 24 minutes 34 seconds West a distance of 107.68 feet to a point; **THENCE** North 22 degrees 39 minutes 25 seconds West a distance of 9.60 feet to a point; **THENCE** North 42 degrees 48 minutes 25 seconds West a distance of 10.75 feet to a point; **THENCE** North 53 degrees 24 minutes 34 seconds East a distance of 100.40 feet to a point; **THENCE** North 19 degrees 18 minutes 12 seconds East a distance of 388.93 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 9,904 square feet or 0.23 acres.

FINAL PLAT BELLMOORE PARK - POD F TWIN CREEKS AT BELLMOORE PARK

10777 BELL ROAD REAR, LAND LOTS 416, 417, & 418, 1st DISTRICT, 1st SECTION

CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA, 30097

CITY OF JOHNS CREEK LDP NUMBER: 20-568

FULTON COUNTY PROJECT NUMBER: 20-023WR

ZONING: CUP, ZONING CASE RZ-13-003, DATED 5/19/2013

TAX PARCEL NO: 11 113004180020



THIS BOX RESERVED FOR
THE CLERK OF THE
SUPERIOR COURT

OWNER'S ACKNOWLEDGEMENT:
STATE OF GEORGIA
(CITY OF JOHNS CREEK)
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO FULTON COUNTY OR THE CITY OF JOHNS CREEK, AS NOTED BELOW, THE COMPLETE OWNERSHIP AND USE OF ALL IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

TO FULTON COUNTY
PUBLIC SEWER/WATER EASEMENTS 0.47 ACRES
TO THE CITY OF JOHNS CREEK
PUBLIC STREET RIGHT-OF-WAY 0 ACRES
DRAINAGE EASEMENTS 0 ACRES
PUBLIC PARKS 0 ACRES
PUBLIC ACCESS/PEDESTRIAN EASEMENTS 0 ACRES

TPG DEVELOPMENT, LLC
TYPED NAME OF SUBDIVIDER
Warren Jolly
SIGNATURE OF SUBDIVIDER
8/20/2021
DATE

TPG DEVELOPMENT, LLC
TYPED NAME OF OWNER OF RECORD
Warren Jolly
SIGNATURE OF OWNER OF RECORD
8/20/2021
DATE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS CERTIFICATE OF ACCEPTANCE:
I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE POTABLE WATER REQUIREMENTS AND SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT THE WATER AND/OR SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS 8 DAY OF September, 2021.

SIGNATURE: *Adriana Bustillos*
PRINTED NAME AND TITLE: Adriana Bustillos/ Engineering Administrator

OWNER
TPG DEVELOPMENT, LLC
11340 LAKEFIELD DR., SUITE 250
JOHNS CREEK, GA 30097
678-475-1800

24 HOUR EMERGENCY CONTACT
TOM BLACK
404-867-5598

Sheet Index	
SHEET NO.	DESCRIPTION
1	COVER
2	NOTES
3	ZONING
4	TABLE DATA
5	OVERALL SITE PLAN
6-10	FINAL PLAT

CERTIFICATION:
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND IS A TRUE REPRESENTATION OF THE LAND SURVEYED. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,940 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING TRANSIT RULE. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A LEICA TS-15 ROBOTIC TOTAL STATION. A PORTION OF THIS SURVEY WAS PERFORMED USING CHAMPION TKO GPS RECEIVERS WITH NETWORK ADJUSTED REAL TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGPS NETWORK. THE GPS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07". THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 350,586 FEET.

SURVEY WAS COMPLETED ON July 1, 2021
Travis Pruitt, Jr. DATE 8/27/21
Georgia Reg. Land Surveyor No. 2809
For the Firm Travis Pruitt & Associates, Inc.

OWNER'S CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT:
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON, OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS FINAL PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO FULTON COUNTY NON-EXCLUSIVE RIGHTS TO THE ACCESS/UTILITY EASEMENT FOR THE PURPOSES OF MAINTAINING THE WATER AND SEWER SYSTEMS. THE OWNER FURTHER CERTIFIES THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE POTABLE WATER REQUIREMENTS AND SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. THE OWNER HEREBY ACKNOWLEDGES THAT ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT THE WATER AND SEWER SYSTEMS PRESENTED HEREON SHALL VOID THE FULTON COUNTY DEPARTMENT OF WATER RESOURCES CERTIFICATE BELOW.

TO FULTON COUNTY:
PUBLIC SEWER EASEMENTS: 0.47 ACRES
ACCESS/UTILITY EASEMENTS: 2.77 ACRES
OWNER/SUBDIVIDER: TPG DEVELOPMENT, LLC

BY: *Warren Jolly*
NAME: Warren Jolly
TITLE: Vice President
DATE: 8/20/2021

FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS ENVIRONMENTAL HEALTH SERVICES
This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV, DRINKING WATER and Article XI, SEWAGE DISPOSAL.

TYPE OF WATER SUPPLY
 Public Water Supply Individual Meter(s)
 Public Water Supply Private Master Meter
 Individual Onsite Well Water Supply

TYPE OF SEWAGE DISPOSAL
 Public Sanitary Sewage System
 Individual Onsite Sewage Management Systems

7-16-21
Date
Fulton County Department of Health and Wellness

Revision Date
Fulton County Department of Health and Wellness

FINAL PLAT APPROVAL
THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF JOHNS CREEK, GEORGIA CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF JOHNS CREEK ZONING ORDINANCES, CONDITIONS OF ZONING, AND THE CITY OF JOHNS CREEK DEVELOPMENT REGULATIONS AS AMENDED.

Director _____ Date _____
Department of Community Development

SURVEYOR CERTIFICATIONS
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. 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 BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Travis Pruitt, Jr. 8/27/21
TRAVIS N. PRUITT JR. GA RLS NO. 2809 DATE

Covenants and Restrictions for Twin Creeks at Bellmore Park are recorded in Deed Book 53346, page 628-677, Fulton County Records.

Maintenance Agreements for Twin Creeks at Bellmore Park are recorded in Deed Book 58314, page 372, Fulton County Records.

Flood Plain Indemnification for Twin Creeks at Bellmore Park is recorded in Deed Book 58291, page 598, Fulton County Records.

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Travis Pruitt & Associates, Inc.
THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

NO.	DATE	DESCRIPTION	BY
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REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

Contact Person: MICHAEL HANNA
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL LAND SURVEYOR
No. 2809
Travis N. Pruitt, Jr.
8/27/21
For The Firm
Travis Pruitt & Associates, Inc.

Cover
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
10777 BELL ROAD REAR, JOHNS CREEK, GA 30097
City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia
This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

DATE: 07/09/2021
SCALE: N/A
LSV: COVER
CN: 200024FP.F
JN: 1-20-0024
FN: 116-C-3134
SHEET 1 OF 10

FLOOD HAZARD

The Intermediate Regional Flood (I.R.F.) areas shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. The City of Johns Creek does not, by approving this plan, warrant their accuracy, and does not imply that land outside the areas of flood hazard shown will be free from flooding or flood damage. Further, the City of Johns Creek does not by approving this plan nor accepting the public improvements therein, assumes maintenance of the flood carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner(s) of the land upon which they exist. The owner of a lot or parcel that contains a flood hazard area is required to submit a site plan to the City of Johns Creek prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the I.R.F. within the lot or parcel and the existing and proposed improvements. Approval of the site plan by the City of Johns Creek is required prior to the issuance of a building permit.

DRAINAGE

The owner of record on behalf of himself (itself) and all successors in interest specifically releases the City of Johns Creek from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers, or drainage features. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by these Regulations and the Director of Public Works. Said Director may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of staff and Director, is potentially injurious to life, property, or the public road or utility system. Such emergency maintenance conducted for the common good shall not be construed as constituting a continuing maintenance obligation on the part of the City of Johns Creek nor abrogation of the City of Johns Creek's right to seek reimbursement for expenses from the owner(s) of the property (ies) or the lands that generated the conditions.

Note: Stream buffers are to remain in a natural and undisturbed condition.

Note: Structures are not allowed in drainage easements.

NOTE: City of Johns Creek and Fulton County personnel and/or agents shall have free and total access to and across all easements.

STATEMENT OF SLOPE EASEMENT

This plat is approved with the understanding that easement is granted the City of Johns Creek along all road frontage for the purpose of sloping cuts and fills as follows:
 0' to 5' - not less than 3 to 1 slope
 5' to 10' - not less than 2 to 1 slope

NOTE: Information regarding the reported presence, size, character and location of existing underground utilities and structures is shown herein. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown herein may be inaccurate and utilities and structures not shown may be encountered. The owner, his/her employees, his/her consultants and his/her contractors shall hereby distinctly understand that the engineer/surveyor is not responsible for the correctness or sufficiency of this information.

Survey Notes

- This map or plat has been calculated for closure and is found to be accurate within 1 foot in 2,972,456 feet. This plat has been prepared using a TOPCON GTS-223 Total Station for angle and distance measurements. The field data upon which this map or plat is based has a closure precision of one (1) foot in 20,940 feet and an average angular error of 01 seconds per angle point, and was adjusted using Transit Rule.
- Bearings shown are referenced to Grid North, GA, West Zone and are from angles turned.
- Boundary and Topographic information was taken from that Boundary and Topographic survey for Johns Creek 206, LLC, prepared by ESSENTIAL ENGINEERING SERVICES, dated MAY 15, 2013.
- 1/2" rebar set at all property corners.

NOTE: Contact the Fire Marshal's Office before construction begins on the gated entry for requirements of emergency access through any gated entries.

DH-HOLDS

PLEASE NOTE THAT A CERTIFICATE OF OCCUPANCY HOLD MAY BE PLACED ON YOUR BUILDING PERMIT TO VERIFY THAT YOU HAVE COMPLIED WITH YOUR SUBMITTED SITE PLAN. A SITE INSPECTION WILL BE REQUIRED.

[DH-A] SITE PLAN IS REQUIRED SHOWING BUILDING AND DRIVEWAY LOCATION WITH DIMENSIONS OF THE LOT. SHOW ALL STRUCTURES, SETBACKS, EASEMENTS, SPECIMEN TREES, BUFFERS, AND PUBLIC INFRASTRUCTURE.

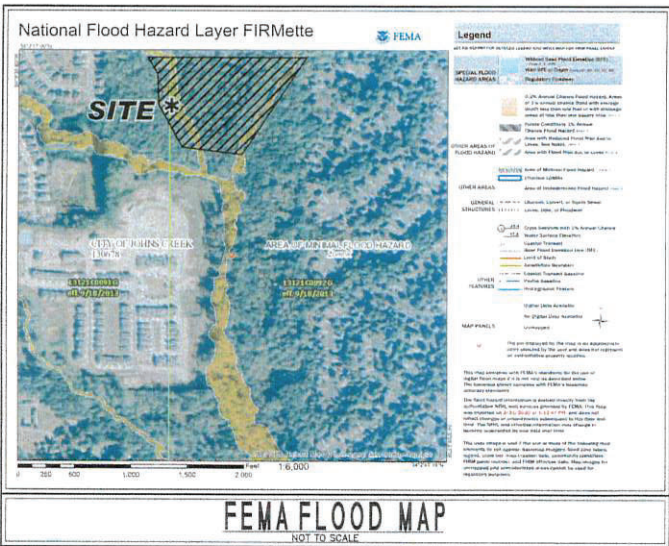
[DH-B] SITE PLAN REQUIRED SHOWING EXISTING AND PROPOSED CONTOUR GRADES, EROSION CONTROL MEASURES, ITEMS IN "A" ABOVE. A REGISTERED, LICENSED PROFESSIONAL ENGINEER, LICENSED LANDSCAPE ARCHITECT OR REGISTERED SURVEYOR MUST SIGN AND SEAL THE PLANS.

[DH-C] SITE PLAN IS REQUIRED SHOWING MINIMUM FINISHED FLOOR ELEVATION, I.R.F. ELEVATION AND CONTOUR LINE, 25 AND 100 YEAR ELEVATIONS OF THE DETENTION FACILITY, TOP OF BANK FOR STREAMS, DRAINAGE DITCH, AND ITEMS FOR DH-A HOLDS AS STATED ABOVE. A FINAL ELEVATION CERTIFICATE MUST BE COMPLETED BY THE PROPERTY OWNER OR REPRESENTATIVE AND SUBMITTED TO THE CITY DEPARTMENT OF COMMUNITY DEVELOPMENT AT THE TIME THE LOWEST FLOOR/FIRST FLOOR (REFERENCE LEVEL) IS ESTABLISHED, PRIOR TO FURTHER CONSTRUCTION OF THE BUILDING.

[DH-D] ONLY THE DIRECTOR OR THE SPECIFIC APPOINTEE REPRESENTING THE DIRECTOR MAY RELEASE THIS TYPE OF HOLD. A DH-D HOLD IS A GENERAL HOLD FOR A SPECIFIC PURPOSE NOT PREVIOUSLY COVERED BY THE PROCEEDING EXPLANATION BELOW.

SITE NOTES

- Site area - 206.40 Acres; POD F ONLY - 33.37 Acres (± 23.0 Disturbed Acres)
- Total Number of Lots/Units In Bellmoore Park - 646
- POD F - 71 Units
- Zoning - CUP
- Proposed Land Use : Single family detached homes
- Zoning Requirements : See Master Plan Zoning Summary (Sheet 3)
- Public sanitary sewer service to be provided by Fulton County. An 18" public sewer main exists between permitted Pod E and proposed Pod F and will be utilized by the proposed development.
- Public water service to be provided by Fulton County. An 8" public water main exists along the south side of Cauley Creek Overlook and will be utilized by the proposed development.
- Home Owners Association shall maintain all common areas
- Approved Modifications:
 - Allow street trees within the Utility Easement for private streets.
 - Reduce drainage easement widths to 20' within private development. All drainage easement widths for pipes between buildings to remain in accordance with Table 12.6-1, Section 113-146 of the code.
 - Allow storm pipes that cross under roadways to be CMP rather than RCP for private streets. (Previously approved condition)



FLOOD HAZARD NOTE

THIS PROPERTY DOES LIE WITHIN A 100-YR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. INSURANCE RATE MAP OF FULTON COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13121C0082G, DATED SEPTEMBER 18, 2013. JOHNS CREEK HAS COMPLETED A CITY FLOOD STUDY DATED 3/20/2015 BY DEWBERRY. CITY FLOOD BASIN IS SHOWN ON THIS PLAN AS BEST AVAILABLE DATA FROM THIS CITY FLOOD STUDY.

LEGEND

⊙	LAND LOT IDENTIFICATION	C&G	CURB AND GUTTER
○	IRON PIN FOUND (AS NOTED)	BOC	BACK OF CURB
●	BOLLARD	P.O.B.	POINT OF BEGINNING
⊙	NUMBER OF PARKING SPACES	N/F	NOW OR FORMERLY
⊙	HANDICAP PARKING	R/W	RIGHT OF WAY
+	SIGN	T.B.M.	TEMPORARY BENCHMARK
+	TEMPORARY BENCHMARK	CONC.	CONCRETE
+	LAMP POST	CL	CENTER LINE
+	LIGHT STAND	TYF	TYPICAL
+	AC UNIT	FEE	FINISHED FLOOR ELEVATION
+	ELECTRIC BOX	INV	INVERT
+	ELECTRIC METER	PVC	POLYVINYL CHLORIDE PIPE
+	POWER POLE	CMP	CORRUGATED METAL PIPE
+	LANDSCAPE LIGHT	SS	SANITARY SEWER EASEMENT
+	SANITARY SEWER MANHOLE	DE	DRAINAGE EASEMENT
+	CLEAN OUT	UE	UTILITY EASEMENT
+	FLARED END SECTION	AE	ACCESS EASEMENT
+	YARD INLET SQUARE	TCE	TEMPORARY CONSTRUCTION EASEMENT
+	CABLE TV BOX	IPS	IRON PIN SET (1/2" REBAR)
+	TELEPHONE BOX	LS	LANDSCAPE
+	GAS METER	HOA	HOME OWNER'S ASSOCIATION
+	IRRIGATION CONTROL BOX	OCS	OUTLET CONTROL STRUCTURE
+	WATER METER	—	STORM SEWER LINE
+	FIRE HYDRANT	—	SANITARY SEWER LINE
+	WATER VALVE	—	APPROXIMATE LOCATION OF UNDERGROUND WATER LINE
+	MISC. UTILITY STRUCTURE		

NOTE: Provide temporary street name signs at each street intersection when construction of new roadways allows passage of vehicles. Signs shall be post mounted and placed at a minimum of 5 feet above grade to the bottom of the sign. The lettering shall be a minimum of 4 inches in height on a contrasting background. They shall be maintained until replaced by permanent signs. IFC; Chap. 5; Sect 505.2; 2018 Ed.

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Travis Pruitt & Associates, Inc.
 4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770) 416-7511
 Fax: (770) 416-6759
 www.travispruitt.com

Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYOR
 No. 2409
 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER
 No. 12345
 KENDRICK WELDER

8/27/21 For The Firm
 Travis Pruitt & Associates, Inc.

Notes

BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL CREEK REAR, JOHNS CREEK, GA 30097

City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

DATE: 07/09/2021

SCALE: N/A

LSV: NOTES

GN: 200024FP F

JN: 1-20-0024

FN: 116-C-3134

SHEET 2 OF 10

Land Use Petition RZ-13-003 Conditions

1. The site shall be developed as a single-family detached subdivision with a maximum of 646 lots.
2. The development shall contain private streets and shall be gated.
3. The property shall be developed in general conformance with the site plan submitted on February 28, 2013 to the Community Development Department.
4. The lot sizes and setbacks shall be developed in conformance with the Bellmoore Park design guidebook submitted on April 23, 2013 to the Community Development Department and shall include at a minimum for all pods.
5. The exterior elevations shall be of brick, stone, shake or fiber-cement siding in general accordance with the elevations submitted on April 23, 2013 to the Community Development Department as part of the Bellmoore Park design guidebook. Final elevations shall subject to review and approval of the Community Development Director.
6. Provide an ornamental wall/fence on the entire property frontage along Bell Road. Wall shall be constructed of 6-foot high brick and/or stacked stoned columns. Final wall/fence design and location shall be subject to review and approval of the Community Development Department Director.
7. Minimum heated floor area per dwelling shall be 2,500 square feet except a maximum of 15% of the homes may be 2,250.
8. Direct lot access to Bell Road shall be prohibited.
9. Recreational areas may encroach into the 100-foot setback as depicted on the submitted site plan.
10. A mandatory homeowners association shall be established and shall be responsible for all common areas, ponds, amenities, streets, entrance features and other similar areas.
11. Owner/developer shall dedicate a minimum of sixty feet (60ft) of right-of-way and permanent and temporary construction easements starting at the property frontage on Bell Road and terminating at the property line adjoining property now or formerly owned by US Bank National Association (Tax ID 11 108003840079) to construct new connection road. New connection road shall be dedicated at no cost to the City of Johns Creek prior to the recording of the initial Final Plat and as approved by the City of Johns Creek Director of Public Works. The new road will be designed and constructed by the developer however all required permits will be obtained by the City of Johns Creek. The new roadway must be constructed prior to obtaining the 200th Certificate of Occupancy for the development or as may be required by the Director of Public Works.
12. Owner/Developer shall provide no more than two (2) full access drives from Bell Road.
13. Owner/Developer shall provide no more than one (1) full access drive from new connection Road or as may be required by the City of Johns Creek Director of Public Works. No direct access shall be provided to any individual lot on new connection Road.
14. Owner/Developer shall dedicate at no cost to the City of Johns Creek along the entire frontage on Bell Road a minimum of thirty feet (30ft) from the centerline of the road and dedicate at no additional cost to the City of Johns Creek such additional right-of-way as may be required to provide at least eleven feet (11ft) of right-of-way from back of curb or one foot (1ft) from edge of sidewalk whichever is greater, of all abutting road improvements or as necessary for City's Bell Road Operational Improvement project from Medlock Bridge Road to Ganton Drive prior to the issuance of a Land Development Permit and as approved by the City of Johns Creek Director of Public Works.
15. Owner/Developer shall provide deceleration lane at each project entrance off Bell Road and or as may be required by the City of Johns Creek Director of Public Works.
16. Owner/Developer shall abide by the following requirements as required by GRTA Notice of Decision. All design and location shall be subject to review and approval of the Director of Public Works:
 - a. Provide for stub-out and future inter-parcel connection(s) along southern property line.
 - b. Construct new public street with 60' right-of-way, as shown on plan, from Bell Road to northern property line on western portion of property to allow future connectivity between Bell Road and Johns Creek Parkway (or Technology Circle).
 - c. Construct sidewalks on all internal streets.
 - d. Construct sidewalks along property frontage on Bell Road and new public road.
 - e. Provide crosswalks at site driveway(s) intersections on public road.
17. Owner/Developer shall preform the following roadway improvements as required by GRTA Notice of Decision. All design and location shall be subject to review and approval of the Director of Public Works:
 - a. Bell at Boles Road (Intersection #1)
Construct a single-lane modern roundabout (programmed FN-238 roundabout project)
 - b. Site Driveway at Bell Road (Driveway #1)
Construct a single-lane modern roundabout.
 - c. New Public street at Bell Road
Install an eastbound left-turn lane and a westbound right-turn lane along Bell Road
Construct a southbound right-turn lane and a left-turn lane along new public street.
OR construct a single-lane modern roundabout.
 - d. Bell Road at SR 141 (Medlock Bridge Road) (Intersection #2)
Increase the amount of total amount of left turn storage for the westbound approach along Bell Road.
18. Owner/ Developer shall construct a second subdivision entrance to the new roadway or a temporary fire access prior to obtaining the 200th Certificate of Occupancy for the development or as may be required by the Director of Public Works.

MASTER PLAN ZONING SUMMARY

	Type A	Type B	Type C	Type D	Type E
MINIMUM LOT SIZE	3,500 SF	5,500 SF	4,000 SF	6,000 SF	10,000 SF
MINIMUM LOT WIDTH	35'	55'	40'	60'	85'
BUILDING SETBACKS					
FRONT*	10'	10'	10'	10'	10'
REAR**	18'	18'	3'	3'	20'
SIDE**	3'	3'	3'	3'	3'
MIN BLDG SEPARATION*	10'	10'	10'	10'	10'
MAXIMUM HEIGHT	35'	35'	35'	35'	35'
MAX BLDG COVERAGE	80%/ Lot	80%/ Lot	80%/ Lot	80%/ Lot	80%/ Lot
PARKING/ LOADING	2-Car Rear-Entry	2-Car Rear-Entry	2-Car Front-Entry	2-Car Front-Entry	2-Car Side-Entry

*Except as shown on individual lots. Front setback is measured from internal road frontage and is not intended for alleys.
 **Excludes Detached Garage
 NOTE: Setbacks are to be measured from the back of the curb where applicable.
 NOTE: 15' front yard setback exception for Lots 515 & 518.

NO.	DATE	DESCRIPTION	BY
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REVISIONS



4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770) 416-7511
 Fax: (770) 416-6759
 www.travispruit.com

Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613



8/27/21



For The Firm
 Travis Pruitt & Associates, Inc.

Zoning

BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL ROAD REAR, JOHNS CREEK, GA 30097

City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

DATE: 07/09/2021
 SCALE: N/A
 LSV: ZONING
 CN: 200024FP F
 JN: 1-20-0024
 FN: 116-C-3134
 SHEET 3 OF 10

Lot Chart table with columns: Lot, Phase, Lot Type, Sq. Ft., Acres, Address. Contains lots 471-506 with various addresses in the Cauley Creek and Vaux Drive areas.

Lot Chart table with columns: Lot, Phase, Lot Type, Sq. Ft., Acres, Address. Contains lots 507-540, primarily overlooking Cauley Creek.

Curve Table with columns: Curve #, Length, Radius, Chord Bearing, Chord. Lists curves C1 through C29 with their geometric specifications.

Curve Table with columns: Curve #, Length, Radius, Chord Bearing, Chord. Lists curves C30 through C58.

Curve Table with columns: Curve #, Length, Radius, Chord Bearing, Chord. Lists curves C59 through C86.

Common Area Address table with columns: Common Area, Phase, Sq. Ft., Acres, Address. Lists areas CA5 through CA8.

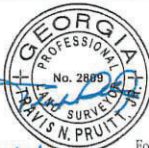
DETENTION POND CHART table with columns: POND NO., POD, STREET NO., STREET NAME. Lists ponds 4G and 4H.

Centerline Road Table with columns: Number, Street, P.C. Sta., P.T. Sta., Radius, Arc Length, Chord Length, Chord Direction. Lists roads CL1 through CL17.

REVISIONS table with columns: NO., DATE, DESCRIPTION, BY. Lists revision numbers 1 through 8.



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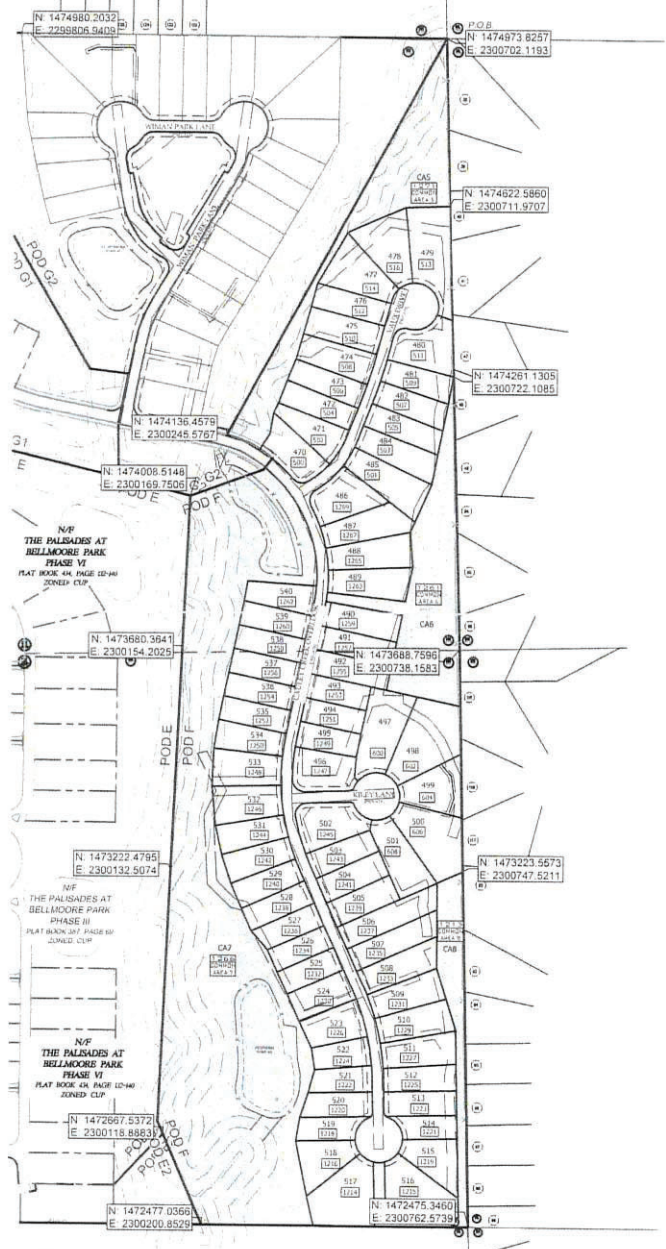


Contact Person: MICHAEL HANNA
Certificate of Authorization Number 613

For The Firm
Travis Pruitt & Associates, Inc.

Table Data
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
10777 BELL ROAD REAR, JOHNS CREEK, GA 30097
City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

DATE: 07/09/2021
SCALE: N/A
LSV: TABLE DATA
CN: 200024FP.F
JN: 1-20-0024
FN: 116-C-3134
SHEET 4 OF 10



NO.	DATE	DESCRIPTION	BY
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REVISIONS

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Contact Person: MICHAEL HANNA
Certificate of Authorization Number 613

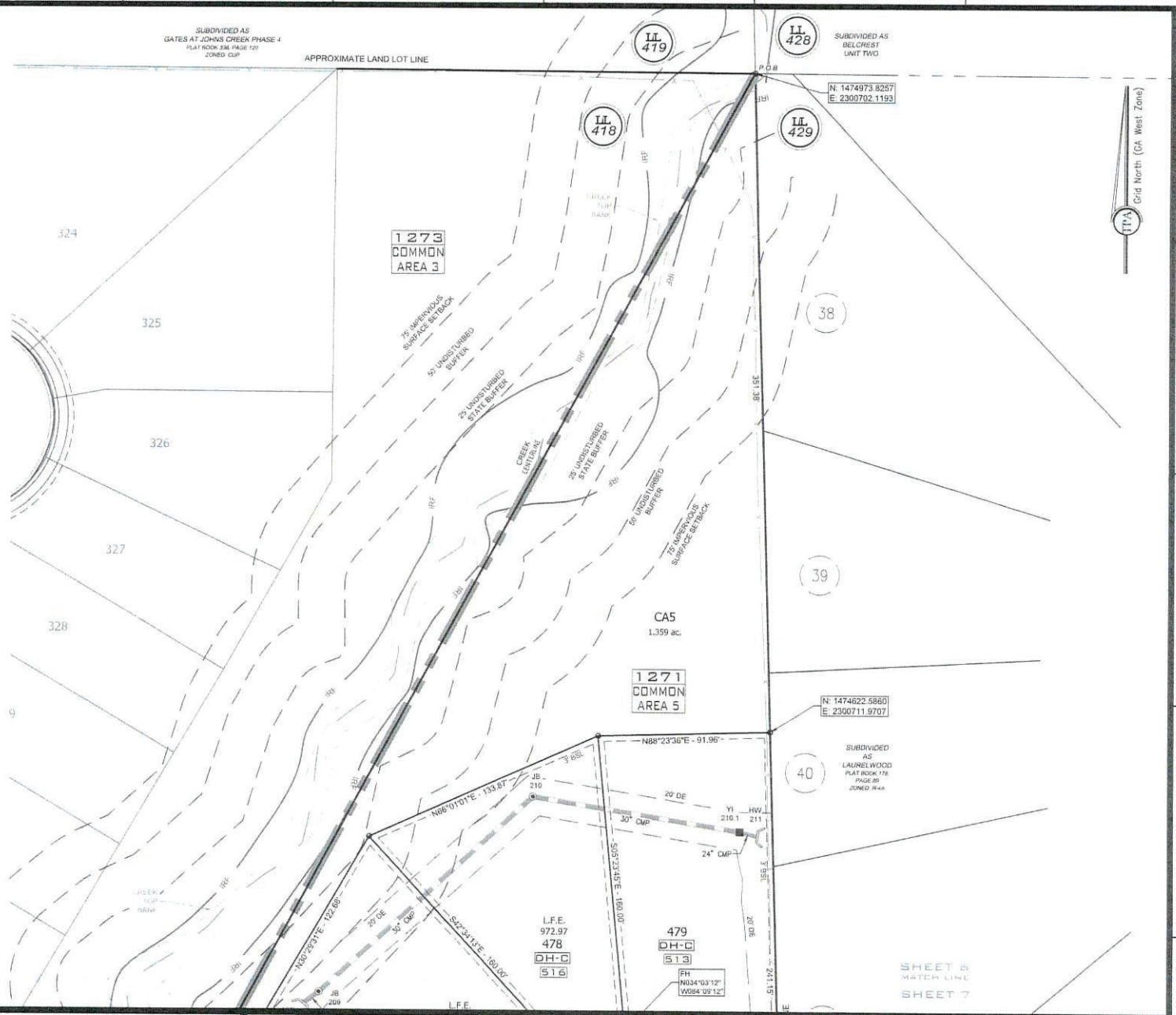
For The Firm
Travis Pruitt & Associates, Inc.

Overall Site Plan
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
10777 BELL ROAD REAR, JOHNS CREEK, GA 30097

City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

GRAPHIC SCALE - IN FEET

DATE: 07/09/2021
SCALE: 1" = 200'
LSV: OVERALL SITE PLAN
CN: 200024FP.F
JN: 1-20-0024
FN: 116-C-3134
SHEET 5 OF 10




NO.	DATE	DESCRIPTION	BY
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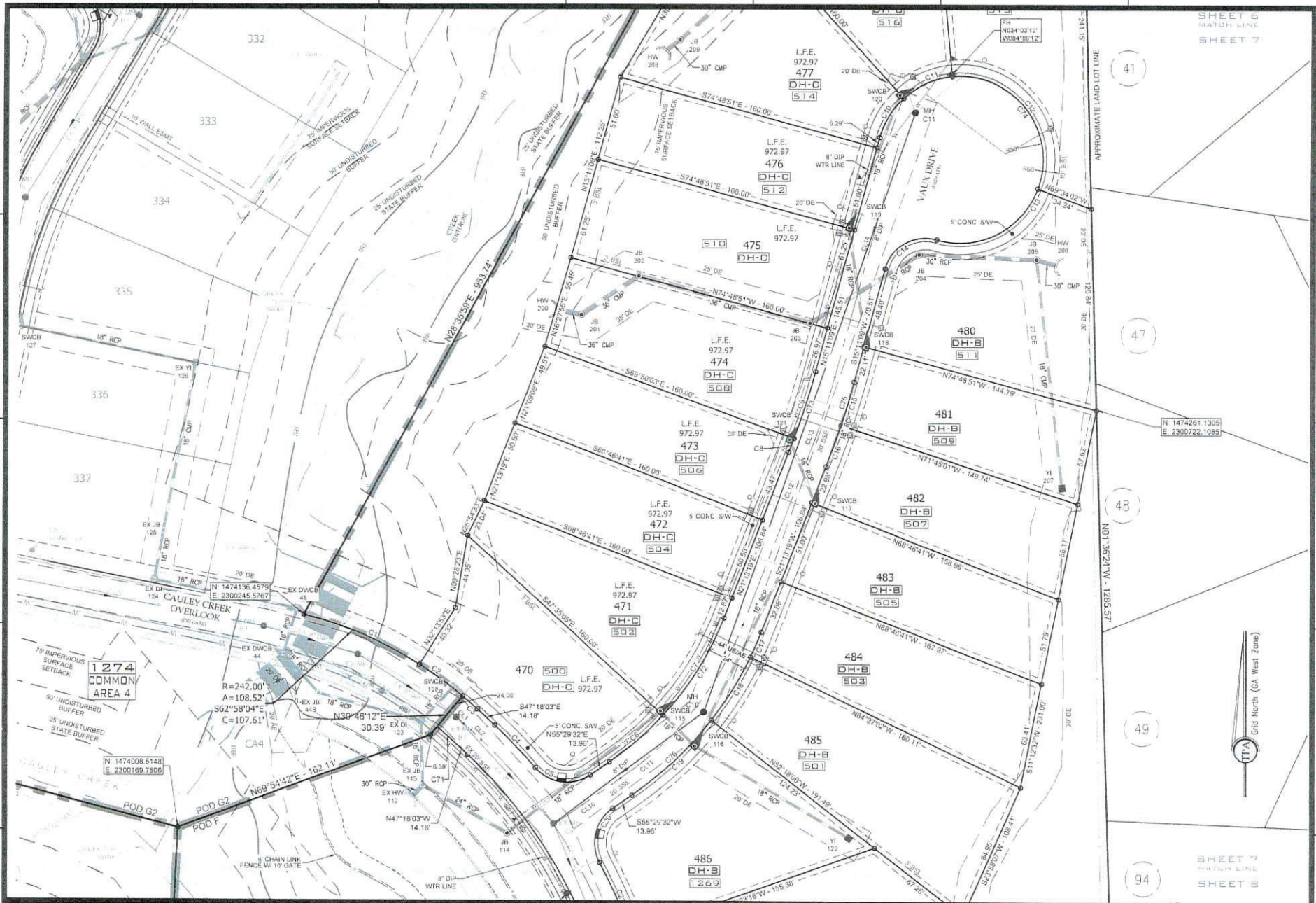

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 Certificate of Authorization Number 613



 For The Firm
 Travis Pruitt & Associates, Inc.
 8/27/21

Final Plat
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL ROAD REAR, JOHNS CREEK, GA 30097
 City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia
 GRAPHIC SCALE - IN FEET


DATE: 07/09/2021
SCALE: 1" = 50'
LSV: FINAL PLAT
CN: 200024FP.F
JN: 1-20-0024
FN: 116-C-3134
SHEET 6 OF 10



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Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYOR
 No. 2809
TRAVIS N. PRUITT, J.M.

For The Firm
 Travis Pruitt & Associates, Inc.

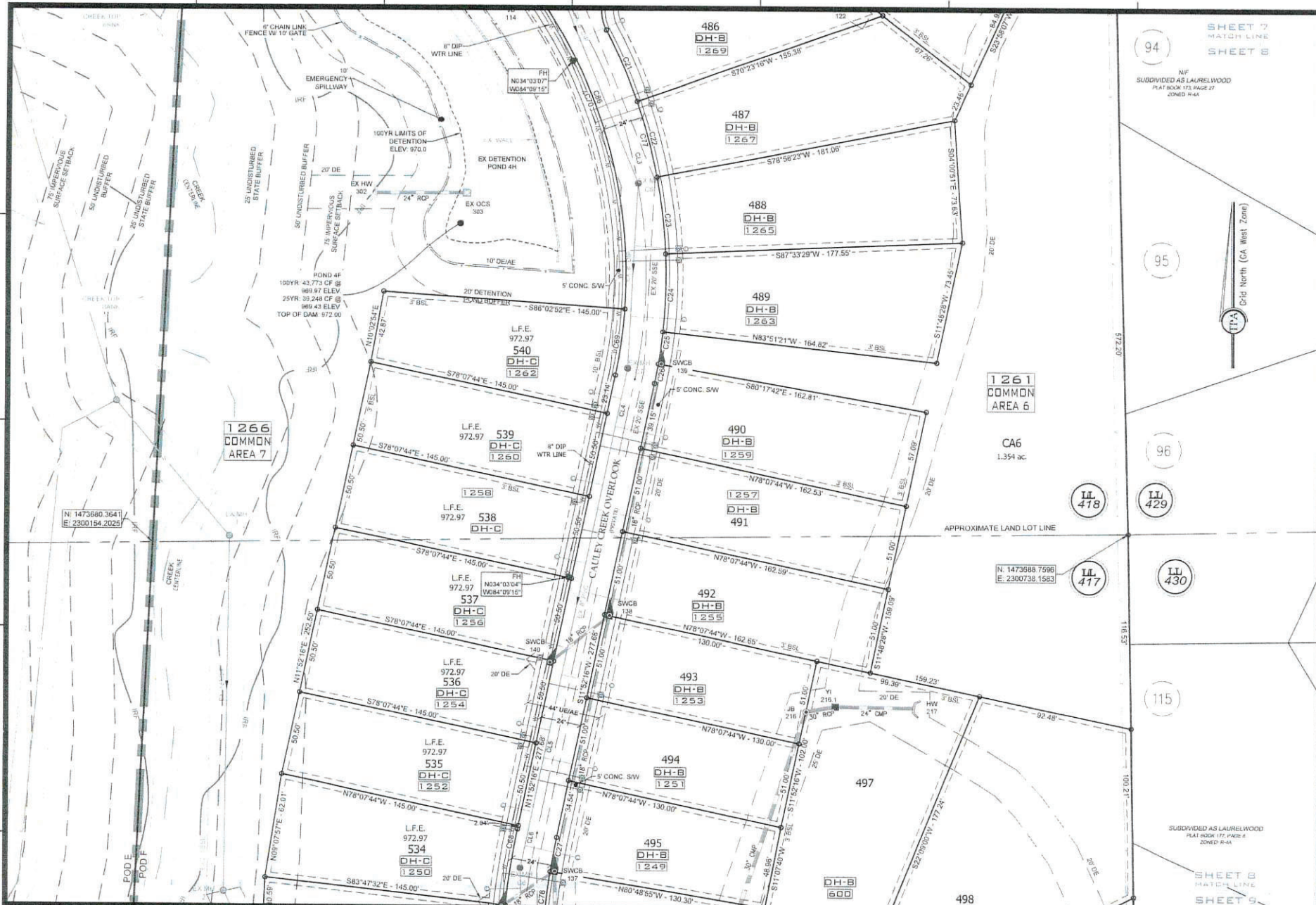
Final Plat
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL ROAD REAR, JOHNS CREEK, GA 30097

City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

GRAPHIC SCALE - IN FEET

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DATE: 07/09/2021
 SCALE: 1"=50'
 LV: FINAL PLAT
 CN: 200024FP F
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 SHEET 7 OF 10



NO.	DATE	DESCRIPTION	BY
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Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYORS
 No. 2869
 TRAVIS N. PRUITT, JR.

GEORGIA REGISTERED PROFESSIONAL ENGINEER
 No. 12587
 MICHAEL HANNA

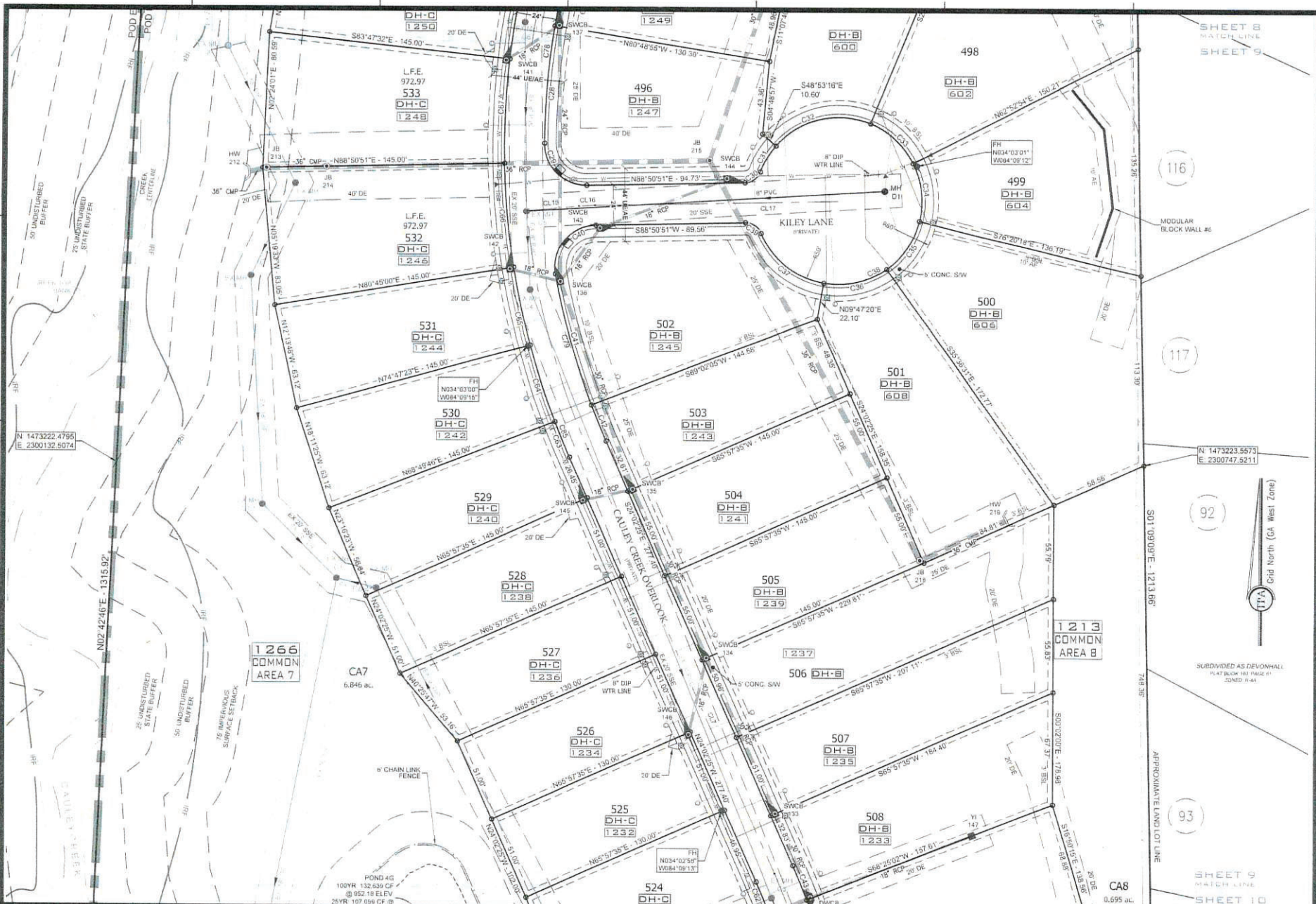
For The Firm
 Travis Pruitt & Associates, Inc.

Final Plat
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TWIN CREEKS AT BELLMOORE PARK
 10777 BELL ROAD REAR, JOHNS CREEK, GA 30097

City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

GRAPHIC SCALE - IN FEET

DATE: 07/09/2021
SCALE: 1"=50'
LSV: FINAL PLAT
CN: 200024FP_F
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SHEET 8 OF 10



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 4317 Park Drive, Suite 400
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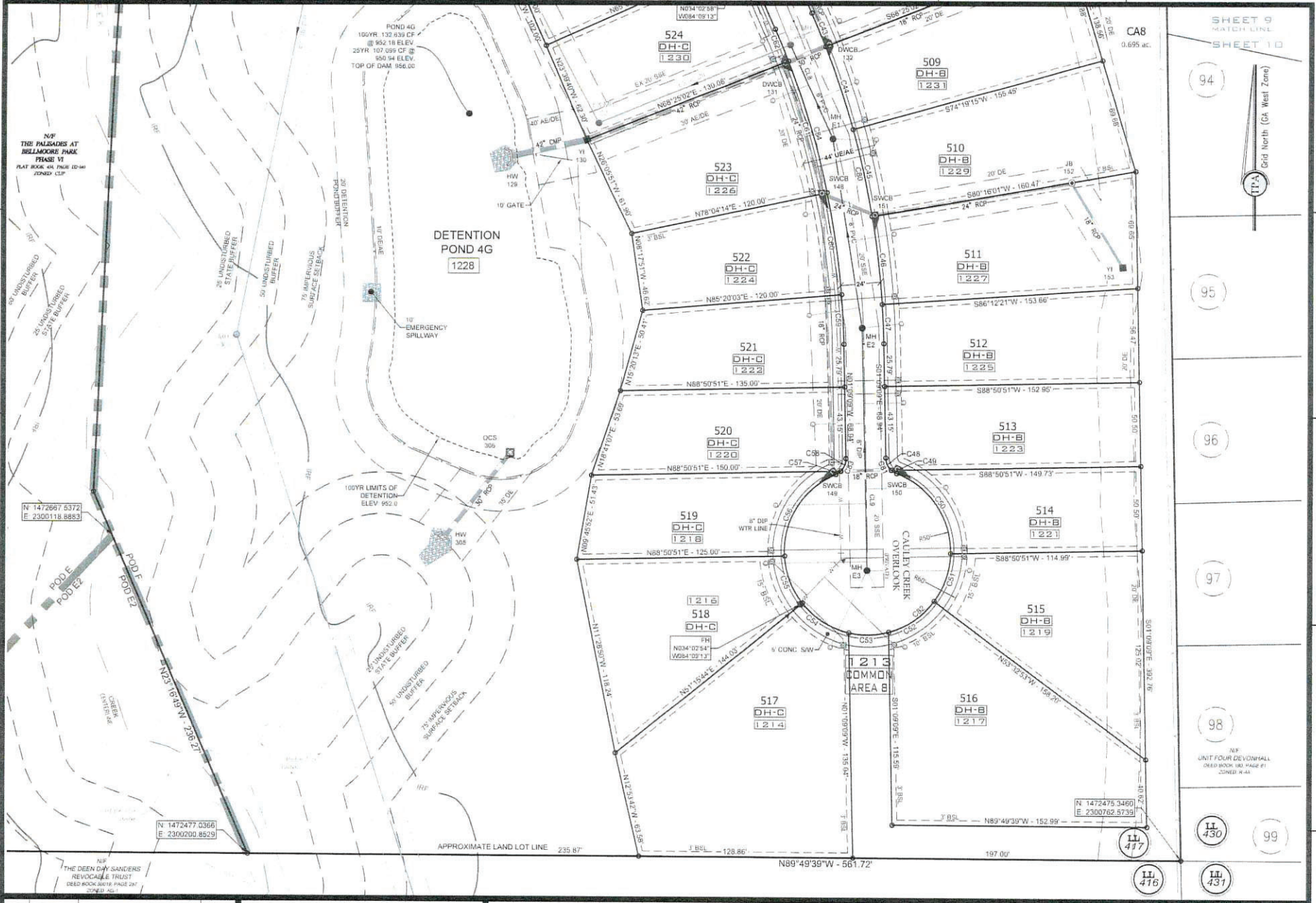
Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYORS
 No. 2805
 TRAVIS N. PRUITT, JR.
 REGISTERED PROFESSIONAL SURVEYOR
 State of Georgia
 For The Firm
 Travis Pruitt & Associates, Inc.

Final Plat
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL ROAD REAR, JOHNS CREEK, GA 30097
 City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

GRAPHIC SCALE - IN FEET
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DATE: 07/09/2021
 SCALE: 1"=50'
 LSV: FINAL PLAT
 CN: 200024FP F
 JN: 1-20-0024
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 SHEET 9 OF 10



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Travis Pruitt & Associates, Inc.
 ENGINEERS • SURVEYORS
 ARCHITECTS • DRAINAGE ENGINEERS

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Contact Person: MICHAEL HANNA
 Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYORS
 No. 2809
 TRAVIS N. PRUITT, SURVEYOR

GEORGIA REGISTERED PROFESSIONAL ENGINEERS
 No. 12345
 L. N. KENDRICK, ENGINEER

For The Firm
 Travis Pruitt & Associates, Inc.

Final Plat
BELLMOORE PARK - POD F
TWIN CREEKS AT BELLMOORE PARK
 10777 BELL CREEK REAR, JOHNS CREEK, GA 30097
 City of Johns Creek - Land Lots 416, 417, & 418 - 1st District - 1st Section - Fulton County - Georgia

GRAPHIC SCALE - IN FEET
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DATE: 07/09/2021
 SCALE: 1"=50'
 LSV: FINAL PLAT
 CN: 200024FP F
 JN: 1-20-0024
 FN: 116-C-3134
 SHEET 10 OF 10



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0665

Meeting Date: 10/16/2024

Department

Finance

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

Ratification of September 2024 Grants Activity Report.

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

Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Fulton County September 2024 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period September 1, 2024 - September 30, 2024.

Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 4 (\$723,903.00 + \$0 Cash Match)

- Applications Awarded: 3 (\$4,038,354.00 + \$0 Cash Match)

The following Strategic Priority Areas are Impacted by August 2024 grant applications:

The Fulton County September 2024 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through September 30, 2024. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: 41 (\$134,778,151.16 + \$1,414,934.25 Cash Match)
- Total Applications Awarded: 22 (\$12,526,019.15 + \$275,047.60 Cash Match)
- Total Grant Applications Denied: 1 (\$45,330.48 + No Cash Match)

Department Recommendation: Department recommends ratification of the September 2024 Grants Activity Report (GAR).



**FULTON
COUNTY**

FULTON COUNTY FY2024 GRANTS ACTIVITY REPORT September 2024

Presented to:
Fulton County Board of Commissioners
Wednesday, October 16, 2024
Second Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded September 1, 2024 - September 30, 2024

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 September Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded September 1, 2024 Through September 30, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
District Attorney	Criminal Justice Coordinating Council	Victims of Crime Act	Request approval to apply and accept a repeat grant from the Criminal Justice Coordinating Council in the amount of \$155,903.00, which will support the Victims of Crime Act Program. This funding pays salary and benefit costs for three (3) Victim Witness Advocates that will assist victims before, during and after the trial process. The grant contract period is from October 1, 2024 through September 30, 2025. No County Cash Match	\$ 155,903.00	\$ -	Pending	\$ 155,903.00
Superior Court	Criminal Justice Coordinating Council	Adult Felony Drug Court	Request approval to apply and accept a new grant from the Criminal Justice Coordinating Council in the amount of \$18,000.00 to fund a pilot program to assist with the evaluation of drug testing with trauma informed techniques, which include trauma informed video recorded and human reviewed information and saliva drug screening protocol, which can be used at home and recorded on participants phones for compliance. There is a required in-kind match of \$3,176.00, that will be covered by staff time on the program. The grant contract period is January 1, 2025 through June 30, 2025. No County Cash Match	\$ 18,000.00	\$ -	Pending	N/A
Subtotal:				\$ 173,903.00	\$ -		
HEALTH AND HUMAN SERVICES							
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Behavioral Health Services HIV	Request approval to apply and accept a repeat grant from the State of Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$150,000.00 to provide HIV early intervention services. The Department will assign a HIV Resource staff to provide HIV prevention educational groups, risk reeducation counseling and HIV counseling and screening for adults aged 18 or older, who are receiving substance use services or seeking substance use services through the Department. The grant contract period is from July 1, 2024 through June 30, 2025. No County Cash Match	\$ 150,000.00	\$ -	Pending	\$ 150,000.00
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Fulton County Behavioral Health Crisis Center	Request approval to accept a repeat grant from the State of Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$3,792,613.00. The grant will support the Fulton County Department of Behavioral Health and Disabilities Mental Health Crisis Center. The Center offers 24/7 access to a Crisis Service Center with a Peer led "Living Room", 16 Chair Observation Unit, and a 24 bed Crisis Stabilization Unit. The grant period is from August 1, 2024 through January 31, 2025. No County Cash Match	\$ 3,792,613.00	\$ -	Awarded	\$ 5,688,919.00
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Behavioral Health Services Network Services	Request approval to accept a repeat grant from the State of Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$226,561.00. Funding will provide administrative assistance with management of the Community Behavioral Health Network Services, that service eligible Fulton County adults, and adolescents. The grant period is from June 1, 2024 through June 30, 2025. No County Cash Match	\$ 226,561.00	\$ -	Awarded	N/A
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Fulton County Recovery Support Clubhouse	Request approval to apply and accept a repeat grant from the State of Georgia Department of Behavioral Health and Developmental Disabilities in the amount of \$400,000.00. The grant will support the Recovery Support Clubhouse, which provides services to youth with life skills groups, social outings, educational support, career development/exploration and other activities that teach them how to maintain a healthy and sober lifestyle. The grant period is from October 1, 2024 through September 30, 2025. No County Cash Match	\$ 400,000.00	\$ -	Pending	\$ 400,000.00

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2024 September Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded September 1, 2024 Through September 30, 2024 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
Behavioral Health and Developmental Disabilities	State of Georgia Department of Behavioral Health and Developmental Disabilities	Intellectual and Developmental Disabilities Services - Medicaid Fee for Services	Request approval to accept a repeat fee-for-services award from the State of Georgia Department of Behavioral Health and Developmental Disabilities. The Intellectual and Developmental services contract provides services for adults, children and adolescent citizens with Addictive Diseases, Developmental Disabilities and Mental Illnesses to eligible individuals in Fulton County. The contract period is from July 1, 2024 through June 30, 2025. The County is reimbursed as services are provided, there is no way to project how many will be served, but the contract amount per person will not exceed \$19,180.80. No County Cash Match	\$19,180.00	\$ -	Awarded	\$ 19,180.00
			Subtotal:	\$ 4,588,354.00	\$ -		
ARTS AND LIBRARIES							
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	\$ 4,762,257.00	\$ -		



Exhibit 2: All Grants Activity

Cumulative Through September 30, 2024

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity. Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY
CUMULATIVE & CURRENT PERIOD (AS OF September 30, 2024)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.

Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY						
All Grants	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2024-9/30/2024	Current Period Funds: 9/1/2024-9/30/2024	Cumulative Total Grants	Cumulative Total Funds
Grants Pending [^]	37	\$ 134,054,248.16	4	\$ 723,903.00	41	\$ 134,778,151.16
Grants Awarded*	19	\$ 8,487,665.15	3	\$ 4,038,354.00	22	\$ 12,526,019.15
Grants Denied	1	\$ 45,330.48	-	\$ -	1	\$ 45,330.48
Cash Match Requested-2024	-	\$ 1,689,981.85	-	\$ -	-	\$ 1,689,981.85
Total:	57	\$ 144,277,225.64	7	\$ 4,762,257.00	64	\$ 149,039,482.64

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2024-9/30/2024	Current Period Funds: 9/1/2024-9/30/2024	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards	5	\$ 3,441,252.50	0	\$ -	5	\$ 3,441,252.50
Renewal/Repeat Grant Awards	14	\$ 5,046,412.64	3	\$ 4,038,354.00	17	\$ 9,084,766.64
Total:	19	\$ 8,487,665.14	3	\$ 4,038,354.00	22	\$ 12,526,019.14

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 9/1/2024-9/30/2024	Current Period Funds: 9/1/2024-9/30/2024	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	8	\$ 2,453,859.50	0	\$ -	8	\$ 2,453,859.50
Formula Grant Awards ^{^^}	11	\$ 6,033,805.65	3	\$ 4,038,354.00	14	\$ 10,072,159.65
Total:	19	\$ 8,487,665.15	3	\$ 4,038,354.00	22	\$ 12,526,019.15

[^]Includes 5 grants that were pending at the end of 2023 and carried over for tracking in 2024. **NOTE:** (\$238,216.64) was not approved during the Feb24 BOC meeting.

^{^^}Formula grant awards include non-competitive grants and allocations.

*May 2024 GAR Correction: Superior Court grant in the amount of \$43,100.00 was incorrectly titled "Accountability Court Adult Felony Drug Court," It was corrected to "Community Service Board".

*May 2024 GAR

Correction: Superior Court grant in the amount of \$100,000.00 was incorrectly titled "Accountability Courts Drug Court Program," it was corrected to "Drug Court."

*January 2024 Adjustment: Solicitor General applied for a grant for \$45,330.48. It was reported awarded, but this amount was not awarded.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0666

Meeting Date: 10/16/2024

Department

Behavioral Health and Development Disabilities

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

Request approval to select Applied Research Services (ARS) as the Evaluator for the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 Behavioral Health Partnership for Early Diversion of Adults and Youth Grant. Effective October 1, 2023 to September 30, 2028.

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

Official Code of Georgia Section 36-10-1: All official contracts entered into by the County governing authority and with other persons on behalf of the County shall be in writing and entered in its minutes.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

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.)*

To support the successful diversion of Fulton County youth from the justice system, DBHDD will provide case management, mental health services, and tutoring to a total of 1,080 moderate-high risk youth over five years. Screenings, assessments, and services provided will be evidence-based, trauma-informed, and recovery-oriented. To achieve this, DBHDD will develop a comprehensive plan of services to be provided and/or referred to enrolled youth within 6 months of the grant period,

including a plan for case management; assertive community treatment; medication management and access; integrated mental health and co-occurring substance use disorder treatment; psychiatric rehabilitation; peer recovery support services; life skills training; housing placement; vocational training; education or job placement; primary health care; screening protocols/procedures to identify youth needs; procedures/ protocols for coordination with law enforcement, local crisis, and 988 systems; procedures/ protocols for direct transfer/warm hand off to behavioral healthcare; and procedures/protocols for follow-up/outreach to ensure diverted youth are connected to transition planning and services. The Case Manager will provide wraparound case management based on needs, such as exposure to trauma, criminogenic risk, current or past substance use, mental health disorders, as well as support and resources related to housing, education, income/employment, and benefits enrollment for both participating youth and families. The Clinician will provide individualized therapy for participants and their family members using Evidence-Based Practices (EBPs), tailored to the needs and goals identified in ISPs. Additional psychoeducation services will address cognitive restructuring, exposure, response prevention, behavior modification, communication skills, social skills, parent training, behavior activation, problem solving, aggression, self-control, problem-solving, social competencies, anger, violence, substance use, and antisocial behavior. YDP will operate two service programs for moderate-high risk youth, with voluntary enrollment and participation from clients. (Youth assessed as low risk will be referred to relevant external programs at DBHDD.) YDP's Risk Reduction program will receive referrals from FCS and FCJC's Diversion Unit of youth ages 13-18 with a mental illness/COD assessed as moderate to high risk, using Youth Assessment & Screening Instrument (YASI) & Adverse Childhood Experiences (ACE). This program uses a Wraparound Services Model and will be offered as an intervention before the filing of a Child in Need of Services (CHINS) case with FCJC, specifically targeting chronically absent or truant youth. Pre-CHINS intervention focuses on Restore & Reconnect Support with a three-pronged approach including family/home, school, and personal/community. Successful outcomes will be determined by goals outlined in youth ISPs, with overall goals to increase school attendance, school engagement, and community connection (i.e., social activities; connectedness to school; school activities, clubs, sports, tutoring; connection to Educational Advocate). YDP's Diversion program will receive referrals from FCJC's Diversion Unit of eligible youth ages 13-18 with a mental illness/COD assessed as moderate to high risk (using YASI) and will be offered as a diversion alternative to arrest. The program includes both individual and group-based services/activities including homework assistance, employment preparation, substance use prevention education, and behavioral health psychoeducation (e.g., Life Skills Training, Conflict Management, Anger Management & Mindfulness, Wellness & Self-Care, Coping with Grief & Loss, Higher Education Preparation, Employment Preparation, Coping & Support Training). Successful outcomes will be determined by goals outlined in youth ISPs, with overall goals to decrease mental health symptoms/substance use and justice involvement and increase social functioning, school attendance and performance, and family involvement/relationships. Successful program completion includes 85% program attendance, four or less program absences per month (exceptions made for illness), maintain at least C average in school, and no other criminal cases or behavioral infractions during enrollment. FCJC can request an enrollment extension for youth who do not successfully complete the program within 90 days.

Scope of Work:

Community Impact: Fulton County, through DBHDD desires to support the successful diversion of Fulton County youth from the justice system.

Agenda Item No.: 24-0666

Meeting Date: 10/16/2024

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-755-EDAY-1160



Recipient Information

1. Recipient Name
 COUNTY OF FULTON
 141 PRYOR ST SW
 ATLANTA, GA 30303

2. Congressional District of Recipient
 05

3. Payment System Identifier (ID)
 1586001729A7

4. Employer Identification Number (EIN)
 586001729

5. Data Universal Numbering System (DUNS)
 133894167

6. Recipient's Unique Entity Identifier
 J3Y1XYZYUFQ5

7. Project Director or Principal Investigator
 Afrika Cotton

 afrika.cotton@fultoncountyga.gov

8. Authorized Official
 Sharon Whitmore
 sharon.whitmore@fultoncountyga.gov
 404-612-7385

Federal Agency Information

9. Awarding Agency Contact Information
 Darrell Russ
 Grants Specialist
 darrell.russ@samhsa.hhs.gov
 (240) 276-1517

10. Program Official Contact Information
 Mogens Baerentzen
 Program Official
 Mogens.Baerentzen@samhsa.hhs.gov
 773-895-4843

Federal Award Information

11. Award Number
 6H79SM089493-01M001 (Change in Key Personnel and/or Level of Effort)

12. Unique Federal Award Identification Number (FAIN)
 H79SM089493

13. Statutory Authority
 Sec. 520G of the PHS Act, (42 U.S. Code § 290bb-38)

14. Federal Award Project Title
 Youth Diversion Program

15. Assistance Listing Number
 93.243

16. Assistance Listing Program Title
 Substance Abuse and Mental Health Services_Projects of Regional and National Significance

17. Award Action Type
 Amendment

18. Is the Award R&D?
 No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024	
20. Total Amount of Federal Funds Obligated by this Action	\$0
20a. Direct Cost Amount	\$0
20b. Indirect Cost Amount	\$0
21. Authorized Carryover	\$0
22. Offset	\$0
23. Total Amount of Federal Funds Obligated this budget period	\$330,000
24. Total Approved Cost Sharing or Matching, where applicable	\$82,651
25. Total Federal and Non-Federal Approved this Budget Period	\$412,651

26. Project Period Start Date 09/30/2023 – End Date 09/29/2028	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$412,651

28. Authorized Treatment of Program Income
 Additional Costs

29. Grants Management Officer - Signature
 Eileen Bermudez

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



FY2023 Early Diversion
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 05/28/2024

Center for Mental Health Services

Award Number: 6H79SM089493-01M001

FAIN: H79SM089493

Program Director: Afrika Cotton

Project Title: Youth Diversion Program

Organization Name: COUNTY OF FULTON

Authorized Official: Sharon Whitmore

Authorized Official e-mail address: sharon.whitmore@fultoncountygga.gov

Budget Period: 09/30/2023 – 09/29/2024

Project Period: 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF FULTON in support of the above referenced project. This award is pursuant to the authority of Sec. 520G of the PHS Act, (42 U.S. Code § 290bb-38) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment requests:

- Change in Key Personnel and/or Level of Effort (6H79SM089493-01L001)

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 6H79SM089493-01M001

Award Calculation (U.S. Dollars)

Personnel(non-research)	\$131,330
Fringe Benefits	\$41,566
Travel	\$10,000
Supplies	\$3,524
Contractual	\$33,397
Other	\$61,125
Direct Cost	\$280,942
Indirect Cost	\$49,058
Approved Budget	\$412,651
Federal Share	\$330,000
Non-Federal Share	\$82,651
Cumulative Prior Awards for this Budget Period	\$330,000
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$330,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1586001729A7
Document Number: 23SM89493A
Fiscal Year: 2023

IC	CAN	Amount
SM	C96J396	\$0

IC	CAN	2023
SM	C96J396	\$0

SM Administrative Data:

PCC: BHP-ED23 / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79SM089493-01M001

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 6H79SM089493-01M001

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SM SPECIAL TERMS AND CONDITIONS – 6H79SM089493-01M001

REMARKS

Post Award Amendment - Change in Key Personnel

This award conditionally approves the key personnel change per the *post award amendment* request submitted 4/25/2024.

- o *Afrika Cotton, Project Director @ 50% level of effort*
- o *Kevin Baldwin, Lead Evaluator @ 15% level of effort*
- o *John Spier, Evaluator @ 5% level of effort*
- o *Sharon Johnson, Evaluator @ 8% level of effort*

Organizations receiving Federal Funds may not exceed 100% level of effort combined across all funding sources (federal and non-federal) for any program staff member, Key Personnel or otherwise.

Any changes to Key Personnel, including level of effort involving separation from the project for any continuous period of three months or longer, or a reduction in time dedicated to the project of 25% or more, requires prior approval and must be submitted as a post award amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk.

For additional information on post-award amendment requirements, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award->

[amendments.](#)

STANDARD TERMS OF AWARD

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

SPECIAL CONDITIONS

System for Award Management (SAM) Exclusions

By **6/26/2024**, submit via eRA Commons.

SAMHSA has conducted a review of one or more of the key staff for this award Key Personnel identified on the SF-424 or required by the Funding Opportunity Announcement and included in the submitted application. A SAMHSA review of the General Services Administration System for Award Management (SAM) (<http://sam.gov>) has identified individual that is potentially excluded from participation in Federal programs or activities per [2 CFR Part 180](#).

Your organization must review and certify the person identified in the RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL LETTER. If the individual is the same person, a prior approval request for a change in key personnel must be submitted because excluded individuals are not permitted to be involved with or receive payments under federal grant awards. Work performed by excluded (suspended or debarred) individuals is at the organizations own risk.

Failure to comply with this Special Condition of Award may result in SAMHSA initiating additional actions in accordance with [45 CFR 75.371](#), Remedies for noncompliance.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL LETTER

The response must be provided on your organization's letterhead.

RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL

Name and role of individual in question: **Sharon Johnson, Evaluator**

We reviewed the name and address in the SAM exclusions search results and found that the potentially excluded individual identified by SAMHSA

(check the appropriate response below):

___ is not the same individual.

___ is the same individual. A prior approval for a change in key personnel will be submitted following the instructions at: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#change-in-key-personnel>.

AOR Print Name/ Title/ Organization

AOR Signature/ Date

SAM Exclusion Search Instructions

1. Navigate to <https://sam.gov/content/exclusions>
2. Click on “**Advanced Search**”.
3. Click on the “**Excluded Individual**” drop down arrow.
4. Enter the full name of the individual (including middle name or middle initials) and click the “**Add Individual**” button. The result(s) will display on the right.
5. Click the hyperlinked name of the individual(s) returned in the search results to access more exclusion details for review.
6. If you have a past or current street address for the individual, scroll down to the “**Verify Address**” section and enter the address to see if it is an exact match to either a primary or alternate address.
7. Click the “**Verify**” button and the system will indicate whether a match is found. No Match will be displayed if no match is found.
8. Click the Reset button to clear the address form and other address you may have for the individual and repeat step 8.
9. Complete the “**RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL**” template on your organization’s letterhead and follow the instructions provided to submit the response to as directed.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials>

under heading How to Respond to Terms and Conditions.

Staff Contacts:

Mogens Baerentzen, Program Official

Phone: 773-895-4843 **Email:** Mogens.Baerentzen@samhsa.hhs.gov

Darrell Russ, Grants Specialist

Phone: (240) 276-1517 **Email:** darrell.russ@samhsa.hhs.gov



Recipient Information

1. Recipient Name
 COUNTY OF FULTON
 141 PRYOR ST SW
 ATLANTA, GA 30303

2. Congressional District of Recipient
 05

3. Payment System Identifier (ID)
 1586001729A7

4. Employer Identification Number (EIN)
 586001729

5. Data Universal Numbering System (DUNS)
 133894167

6. Recipient's Unique Entity Identifier
 J3Y1XYZYUFQ5

j . Pro&ct Director or Principal Investigator
 Afrika Cotton

 afrika.cotton@fultoncountyga.gov

7. Authorized Official
 Sharon Whitmore
 sharon.whitmore@fultoncountyga.gov
 404-612-7385

Federal Agency Information

9. Awarding Agency Contact Information
 Darrell Russ
 Grants Specialist
 darrell.russ@samhsa.hhs.gov
 (240) 276-1517

10. Program Official Contact Information
 Mogens Baerentzen
 Program Official
 Mogens.Baerentzen@samhsa.hhs.gov
 773-895-4843

Federal Award Information

11. Award Number
 5H79SM089493-02

12. Unique Federal Award Identification Number (FAIN)
 H79SM089493

13. Statutory Authority
 Sec. 520G of the PHS Act, (42 U.S. Code § 290bb-38)

14. Federal Award Pro&ct Title
 Youth Diversion Program

15. Assistance Listing Number
 93.243

16. Assistance Listing Program Title
 Substance Abuse and Mental Health Services_Projects of Regional and National Significance

1j . Award Action Type
 Non-Competing Continuation

17. Is the Award R&D?
 No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2024 – End Date 09/29/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$330,000
20a. Direct Cost Amount	\$280,942
20b. Indirect Cost Amount	\$49,058
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	\$330,000
24. Total Approved Cost Sharing or Matching, where applicable	\$82,561
25. Total Federal and Non-Federal Approved this Budget Period	\$412,561

26. Pro&ct Period Start Date 09/30/2023 – End Date 09/29/2028	
2j . Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$825,212

27. Authorized Treatment of Program Income
 Additional Costs

29. Grants Management Officer - Signature
 Eileen Bermudez

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



FY2023 Early Diversion
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 06/25/2024

Center for Mental Health Services

Award Number: 5H79SM089493-02
FAIN: H79SM089493
Program Director: Afrika Cotton

Project Title: Youth Diversion Program

Organization Name: COUNTY OF FULTON

Authorized Official: Sharon Whitmore

Authorized Official e-mail address: sharon.whitmore@fultoncountyga.gov

Budget Period: 09/30/2024 – 09/29/2025

Project Period: 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$330,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF FULTON in support of the above referenced project. This award is pursuant to the authority of Sec. 520G of the PHS Act, (42 U.S. Code § 290bb–38) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5Hj 9SM079493-02

Award Calculation (U.S. Dollars)

Personnel(non-research)	\$169,098
Fringe Benefits	\$53,520
Travel	\$9,000
Contractual	\$33,397
Other	\$15,927
Direct Cost	\$280,942
Indirect Cost	\$49,058
Approved Budget	\$412,561
Federal Share	\$330,000
Non-Federal Share	\$82,561
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$330,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$330,000
3	\$330,000
4	\$330,000
5	\$330,000

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1586001729A7
Document Number:	23SM89493A
Fiscal Year:	2024

IC	CAN	Amount
SM	C96J396	\$330,000

IC	CAN	2024	2025	2026	2027
SM	C96J396	\$330,000	\$330,000	\$330,000	\$330,000

SM Administrative Data:

PCC: BHP-ED23 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5Hj 9SM079493-02

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5Hj 9SM079493-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SM SPECIAL TERMS AND CONDITIONS – 5Hj 9SM079493-02

REMARKS

Continuation Award

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted for the *Early Diversion (BHP-ED23)* program is being continued.

- o This award reflects approval of the revised budget submitted *2/06/2024* in response to a Request for Additional Materials (RAM).

2. Key Personnel

Key Personnel are listed below:

Africa Cotton, Project Director @ 50% level of effort
Kevin Baldwin, Evaluator @15% level of effort
John Speir, Evaluator @ 5% level of effort
Sharon Johnson, Evaluator @ 5% level of effort

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Personnel or otherwise) across all federally funded sources.

Any changes to Key Personnel including level of effort involving separation from the project for any continuous period of three months or longer, or a reduction in time dedicated to the project of 25% or more requires a prior approval and must be submitted as a postaward amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>.

3. All responses to award terms and conditions and post award amendment requests must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading Grant Management Reference Materials for Grantees.

4. Recipients are expected to plan their work and ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

STANDARD TERMS AND CONDITIONS

Annual Programmatic Progress Report

By **12/28/2025**, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period/incremental period.

The Annual Programmatic Report must, at a minimum, include the following information:

- o Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- o A summary of key program accomplishments to-date.
- o Description of the changes, if any, that were made to the project that differ from the application for this budget period.
- o Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by

the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual Federal Financial Report (FFR or SF-425)

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments.

The FFR is required on an annual basis no later than **90 days after the end of each Budget Period**. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:

- o By **12/28/2025**, submit the Federal Financial Report (FFR)/(SF-425).
- o The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS' Video on how to request new user access @ <https://youtu.be/kdoqaXfiuI0> and PDF resource with instructions on Requesting Access @ https://pms.psc.gov/forms/New-User-Request_Grantee.pdf
- o Instructions on **how to submit a FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant-recipients/ffr-updates.html>
- o While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the "Manage FFR" link on the "Search for Federal Financial Report (FFR)" page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the "Manage FFR"

link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the page [Managing eRA User Accounts](#) on SAMHSA's website for instructions on how to assign a the FSR role.

If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1-877-614-5533.

Note: Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Standards for Financial Management

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. “Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA’s understanding that your organization has developed a cost

accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart E](#), Audit Requirements.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

Staff Contacts:

Mogens Baerentzen, Program Official

Phone: 773-895-4843 **Email:** Mogens.Baerentzen@samhsa.hhs.gov

Darrell Russ, Grants Specialist

Phone: (240) 276-1517 **Email:** darrell.russ@samhsa.hhs.gov



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0667

Meeting Date: 10/16/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 23ITB08232023A-JWT, Emergency Sewage Cleanup Services in the amount of \$101,349.40 with Above All Cleaning & Restoration, LLC (Tucker, GA), to provide emergency sewage cleanup services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: This contract provides emergency cleaning, removal of sewage-contaminated household items, and disinfection of a contaminated area within private property.

Scope of Work: Fulton County provides this service in both the North and South Fulton County service areas when an obstruction within the public sewer system causes an overflow into privately owned structures.

Community Impact: If this contract is not approved, emergency sewage cleanup services would not be readily available to mitigate sewage-contaminated residences affected by sewer system malfunctioning. The ability to rapidly respond to customers in crisis situations is critical to maintaining required customer service levels.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: There are no known project implications regarding this contract.

Community Issues/Concerns: Affected customers have expressed concerns when impacted by a sewer backup and expect speedy restoration to original conditions.

Department Issues/Concerns: No additional issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0900	12/20/23	\$101,349.40
1st Renewal			\$101,349.40
Total Revised Amount			\$202,698.80

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

Total Contract **\$101,349.40**

Prime Vendor: **Above All Cleaning & Restoration**
Prime Status: **Disadvantage Business Enterprise (DBE)**
Location: **Tucker, GA**
County: **DeKalb County**
Prime Value: **\$81,079.52 or 80.00%**
Subcontractor: **Nottage, LLC**
Subcontractor Status: **African American Male Business Enterprise**
Location: **Stone Mountain, GA**
County: **DeKalb County**
Contract Value: **\$20,269.88 or 20.00%**

Total Contract Value: **\$101,349.40 or 100%**
Total Certified Value: **\$101,349.00 or 100%**

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

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Contract Renewal Evaluation Form
- Exhibit 3: Contractor Performance Report

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

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$101,349.40
Previous Adjustments:	\$0.00
This Request:	\$101,349.40
TOTAL:	\$202,698.80

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:

201-540-5459-1160: Water & Sewer Revenue Fund, Public Works, Professional Services - \$50,674.70

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue Fund, Public Works, Professional Services - \$50,674.70

Key Contract Terms

Start Date: 1/1/2025	End Date: 12/31/2025
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Agenda Item No.: 24-0667

Meeting Date: 10/16/2024

Cost Adjustment:	Renewal/Extension Terms: renewal option remains
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Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB08232023A-JWT

BID/RFP TITLE: Emergency Sewage Clean up Services

ORIGINAL APPROVAL DATE: December 20, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: One renewal option remains

RENEWAL AMOUNT: \$101,349.40

COMPANY'S NAME: Above All Cleaning & Restoration, LLC

ADDRESS: 4840 Hammermill Rd

CITY: Tucker

STATE: GA

ZIP: 30084

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

**Above All Cleaning & Restoration,
LLC**

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

**Roderick Cole
Owner**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, Director
Public Works**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	August 5, 2024
Department:	Public Works
Contract Number:	23ITB08232023A-JWT
Contract Title:	Emergency Sewage Cleanup Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

We reviewed the contract services and reviewed other vendors pricing

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	August 23, 2024
	Price found:	15\$ per sq ft
	Different features / Conditions:	none
	Percent difference between internet price and renewal price:	5%

Explanation / Notes:

Vendor is under market pricing

Market Survey of other jurisdictions:

Date contacted:	August 24, 2024
Jurisdiction Name / Contact name:	Fairburn/John Martin
Date of last purchase:	March 1, 2024
Price paid:	\$12 per sq ft
Inflation rate:	3%
Adjusted price:	\$12.36
Percent difference between past purchase price and renewal price:	3%

Are they aware of any new vendors?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Similar	

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

After analysis the contract renewal is better pricing than current market pricing.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$11,334.96

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The department does not have the equipment or knowledge to provide indoor sewer remediation services. We would experience a reduction in customer satisfaction and be susceptible to legal actions if this contract is not approved. This is an essential service needed by the department

Performance Evaluation Details

ID	E1
Project	Emergency Sewage Cleanup Services
Project Number	23ITB08232023A-JWT
Supplier	Above All Cleaning & Restoration, LLC
Supplier Project Contact	Roderick Cole (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/11/2024
Evaluation Type	Formal
Interview Date	09/11/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/11/2024 04:26 PM EDT
Completion Date	09/11/2024 04:26 PM EDT
Evaluation Score	85



9/26/24

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating **Excellent:** Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE

17/20

Rating **Excellent:** Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating **Excellent:** Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

17/20

Rating **Excellent:** Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating **Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments Good Vendor.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0668

Meeting Date: 10/16/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITBC077A-KM, Landscaping Restoration Services in an amount not to exceed \$131,923.00 with Ed Castro Landscaping, Inc. (Roswell, GA), to provide landscaping restoration services. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: This contract provides landscaping restoration services along private property that may be disturbed during the repair of sewer and/or water lines during emergency and maintenance activities by the Department of Public Works or a contractor.

Community Impact: Public Works aims to provide a speedy restoration of the customer's

landscaped property and ensure no soil erosion enters the stormwater system. A failure to renew the contract may result in slower restoration of customer’s property and additional soil erosion entering the stormwater system.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: If there are budget reductions or the contract is not awarded, this will affect the Department of Public Works’ ability to adequately provide timely restoration of customer’s property and prevent additional soil erosion from entering the stormwater system.

Community Issues/Concerns: No issues or concerns have been raised to Public Works staff.

Department Issues/Concerns: There are no issues/concerns known to Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0016	1/4/2023	\$131,923.00
1st Renewal	23-0664	10/4/2023	\$131,923.00
2nd Renewal			\$131,923.00
Total Revised Amount			\$395,769.00

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

Contract Value: \$131,923.00

Prime Vendor: Ed Castro
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$113,321.86 or 85.90%

Subcontractor: CMG Landscape and Maintenance
Subcontractor Status: African American Male Business Enterprise
Location: Roswell, GA
County: Fulton County
Contract Value: \$7,572.38 or 5.74%

Subcontractor: Complete Facility
Subcontractor Status: African American Female Enterprise
Location: Suwanee, GA
County: Gwinnett County

Contract Value: \$7,572.38 or 5.74%
Subcontractor: One Two Tree

Subcontractor Status: White Female Business Enterprise

Location: Marietta, GA

County: Fayette County

Contract Value: \$3,456.38 or 2.62%

Total Contract Value: \$131,923.00 or 100.00%

Total Certified Value: \$18,601.14 or 14.10%

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$263,846.00

Previous Adjustments: \$0.00

This Request: \$131,923.00

TOTAL: \$395,769.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0668

Meeting Date: 10/16/2024

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$43,974.33.

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$43,974.33.

Funding Line 3:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$43,974.34.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
11/1/2023

Report Period End:
6/30/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 22ITB077A-KM

BID/RFP# TITLE: 23RFQ139666A-KM

ORIGINAL APPROVAL DATE: January 4, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025 through December 31, 2025

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$131,923.00

COMPANY'S NAME: Ed Castro Landscape, Inc.

ADDRESS: 1125 Old Ellis Road

CITY: Roswell

STATE: GA

ZIP: 30076

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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:

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

ED CASTRO LANDSCAPE, INC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Edward Castro
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Contract Renewal Evaluation Form

Date:	September 4, 2024
Department:	Public Works
Contract Number:	22ITB077A-KM
Contract Title:	Landscaping Restoration Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

To reduce the scope and cost of this contract, the department focused on developing clear and standardized guidelines for restoration, ensuring that only essential areas are addressed to prevent over-restoration.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:
	Price found:
	Different features / Conditions:
Percent difference between internet price and renewal price:	

Explanation / Notes:

Market Survey of other jurisdictions:

Date contacted:	September 3, 2024
Jurisdiction Name / Contact name:	Clayton County Carol J. Rogers
Date of last purchase:	Unknown
Price paid:	Unknown
Inflation rate:	Unknown
Adjusted price:	Unknown

Percent difference between past purchase price and renewal price:	Unknown
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Unknown

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$11,027.63

4. Does the renewal option include an adjustment for inflation? Yes No
 (Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	May 20, 2024
Price paid:	\$83.25
Inflation rate:	3%
Adjusted price:	\$85.75
Percent difference between past purchase price and renewal price:	3%

Explanation / Notes:

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes
 No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Public works aims to provide a speedy restoration of the customer's landscaped property and ensure no soil erosion enters the stormwater system. A failure to renew the contract may result in slower restoration of customer's property and additional soil erosion entering the stormwater system.

Performance Evaluation Details

ID	E7
Project	Landscaping Restoration Services
Project Number	22ITB077A-KM
Supplier	Ed Castro Landscape, Inc
Supplier Project Contact	Trina Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	11/01/2023 to 06/30/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	08/06/2024
Status	Completed
Publication Date	08/06/2024 09:43 AM EDT
Completion Date	08/06/2024 09:43 AM EDT
Evaluation Score	85



09/26/2024

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 The Vendor does excellent work.

TIMELINESS OF PERFORMANCE

17/20

Rating
Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.
Comments The Vendor does timely work.

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments *Not Specified*

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 *Not Specified*

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0669

Meeting Date: 10/16/2024

Department

Public Works

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

Request approval to renew an existing contract - Department of Public Works, 22ITBC079A-KM, Colilert Reagent 24 and Colilert 18 Reagent Supplies, in an amount not to exceed \$90,669.40 with IDEXX Distribution Inc. (Westbrook, ME), chemicals for drinking water analysis for use with existing County-owned lab equipment. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: The County is required to collect and analyze water samples monthly for total coliforms and *E. coli* to maintain healthy and safe environments relating to the provision of clean drinking water and healthy rivers and streams. Colilert-24 and Colilert-18 reagents are the EPA-approved product for Standard Method 9223, which is the process used to detect total coliforms and *E. coli*. Colilert-24 reagent detects total coliforms and *E. coli* in water/wastewater samples within 24

hours. The Colilert-18 reagent detects total coliforms and *E. coli* in water/wastewater samples within 18 hours. The County is required, under its drinking water permit, to collect and analyze samples each month for total coliforms and *E. coli*. In addition, this method is used to analyze fecal coliform samples, which is a requirement under the County’s National Pollutant Discharge Elimination System (NPDES) permit.

Community Impact: Failure to provide Colilert Reagent 24, and Colilert 18 Reagent Supplies to perform analyses of treatment plant effluents for fecal coliforms would subject the County to fines and penalties levied by Georgia’s Environmental Protection Division or the U.S Environmental Protection Agency.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Failure to approve would result in an inability to conduct regulatory-mandated testing, resulting in noncompliance with the County’s EPD permits.

Community Issues/Concerns: There are no known concerns from the community concerning this testing system. Fulton County has used the system to respond to concerns about water quality from customers. At no time have the analyses proved to be outside the parameters for good water quality.

Department Issues/Concerns: There are no additional department recommendations or concerns on this matter.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	1/11/2023	\$39,242.38
90-Day Extension	102-364	1/1/2024	\$22,500.00
1st Renewal	24-0146	3/6/24	\$90,669.40
2nd Renewal			\$90,669.40
Total Revised Amount			\$243,081.18

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

Contract Value: \$90,669.40

Prime Vendor: IDEXX Distribution Inc.
Prime Status: Non-Minority
Location: Westbrook, ME
County: Cumberland County
Prime Value: \$90,669.40 or 100.00%

Total Contract Value: \$90,669.40 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Agenda Item No.: 24-0669

Meeting Date: 10/16/2024

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

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Contract Renewal Evaluation Form
- Exhibit 3: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value/

Original Approved Amount:	\$152,411.78
Previous Adjustments:	\$0.00
This Request:	90,669.40
TOTAL:	\$243,081.18

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:

201-540-5488-1463: Water & Sewer Revenue, Public Works, Chemicals-\$90,669.40

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal option remains

Agenda Item No.: 24-0669

Meeting Date: 10/16/2024

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?

Yes

Report Period Start:
6/1/2024

Report Period End:
7/31/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 22ITBC079A-KM

BID/RFP# TITLE: Colilert Reagent 24 and Colilert 18 Reagent Supplies

ORIGINAL APPROVAL DATE: 1/1/2023

RENEWAL EFFECTIVE DATES: January 1, 2025, through December 31, 2025

RENEWAL OPTION #: 2 of 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$90,669.40

COMPANY'S NAME: IDEXX Distribution, Inc.

ADDRESS: One IDEXX Drive

CITY: Westbrook

STATE: ME

ZIP: 04092

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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:

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

IDEXX Distribution, Inc

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Chun-Ming Chen
VP General Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Contract Renewal Evaluation Form

Date:	8/1/2024
Department:	Public Works
Contract Number:	22ITBC079A-KM
Contract Title:	Colilert Reagent 24 and Colilert 18 Reagent Supplies

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Our team members attended the 2024 Georgia Association of Water Professionals' annual conference to investigate emerging technologies that could enable us to perform coliform analyses more quickly, cost-effectively, and accurately. The adoption of improved technology could potentially reduce the scope and cost of our current contract. However, no new technologies for coliform testing were identified

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

Date of search:	August 13, 2024
Price found:	\$2,234.47
Different features / Conditions:	No difference
Percent difference between internet price and renewal price:	54.85%

Explanation / Notes:

Currently, we are receiving significantly better pricing than what is available online.

Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	

Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

We spent \$66,000 the previous fiscal year.

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	May 30, 2024
Price paid:	\$1008.86
Inflation rate:	3%
Adjusted price:	\$1039.13
Percent difference between past purchase price and renewal price:	3%

Explanation / Notes:

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

To ensure the maintenance of healthy and safe environments, particularly in the provision of clean drinking water and the preservation of healthy rivers and streams, the County is required to collect and analyze water samples monthly for total coliforms and E. coli. Additionally, the County conducts analyses of treatment plant effluents for E. coli. Failure to comply with these requirements may result in fines and penalties imposed by Georgia's Environmental Protection Division or the U.S. Environmental Protection Agency.

Performance Evaluation Details

ID	E9
Project	Colilert Reagent 24 and Colilert 18 Reagent Supplies
Project Number	22ITBC079A-KM
Supplier	IDEXX Distribution, Inc.
Supplier Project Contact	Christina Lee (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	06/01/2024 to 07/31/2024
Effective Date	08/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	08/09/2024
Status	Completed
Publication Date	08/02/2024 09:03 AM EDT
Completion Date	08/02/2024 09:03 AM EDT
Evaluation Score	97



9/26/2024

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 *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

Rating **Outstanding:** The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

Rating **Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments *Not Specified*

COST CONTROL

17/20

Rating **Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0670

Meeting Date: 10/16/2024

Department

Police

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

Request approval to renew existing contracts, 23ITBC138578B-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. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025 through December 31, 2025.

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)*

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 renew an existing 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

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	Code §102.369	7/31/23	\$27,200.00
1st Renewal	23-0752	11/1/2023	\$99,000.00
2nd Renewal			\$130,000.00
Total Revised Amount			\$256,200.00

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

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 0 or 100.00%

Total Certified Value: -0-

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

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Performance Evaluation
- Exhibit 3: Contract Renewal Evaluation Form

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

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$27,200.00
Previous Adjustments: 99,000.00
This Request: \$130,000.00
TOTAL: \$256,200.00

Grant Information Summary

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

Fiscal Impact / Funding Source:

Funding Line 1:

100-320-3202-1455: General Fund, Police, Reports and Permits, Uniforms - \$4,200

Funding Line 2:

100-320-3206-1455: General Fund, Police, Headquarters Operations & Logistics, Uniforms - \$2,230

Funding Line 3:

100-320-3212-1455: General Fund, Police, Special Operations, Uniforms - \$5,000

Funding Line 4:

100-320-5207-1455: General Fund, Police, Facility Security, Uniforms - \$39,570

Funding Line 5:

301-320-3201-1455: South Fulton Sub-District, Police, Uniform Patrol, Uniforms - \$75,000

Funding Line 6:

301-320-3205-1455: South Fulton Sub-District, Police, Criminal Investigations, Uniforms - \$4,000

Agenda Item No.: 24-0670

Meeting Date: 10/16/2024

Pending BOC approval of the FY2025 Adopted Budget

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating: 79

Would you select/recommend this vendor again?

Yes

Report Period Start:
5/7/2024

Report Period End:
8/6/2024

Performance Evaluation Details

ID	E2
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	05/07/2024 to 08/06/2024
Effective Date	08/09/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/09/2024 12:15 PM EDT
Completion Date	08/09/2024 12:15 PM EDT
Evaluation Score	79

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 14/20

Rating **Satisfactory:** Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments Quality of sewing is questionable sometimes and uniforms take an extended amount of time to receive but overall they are good.

TIMELINESS OF PERFORMANCE 14/20

Rating **Satisfactory:** There are no, or minimal, delays that impact achievement of contract requirements.

Comments There are delivery delays and ordering issues from time to time.

BUSINESS RELATIONS 17/20

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

Comments Ronda and staff are very knowledgeable and very responsive to any issue that arise.

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 Great communication.

COST CONTROL 17/20

Rating **Excellent:** Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments Overall their pricing is on point. If there is an issue they can explain it or they fix it.

GENERAL COMMENTS

Comments *Not Specified*



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Police

BID/RFP NUMBER: 23ITBC138578B-RT

BID/RFP TITLE: Uniforms Footwear and Duty Gear

ORIGINAL APPROVAL DATE: July 31, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS:

RENEWAL AMOUNT: \$130,000.00

COMPANY'S NAME: SMYRNA POLICE DISTRIBUTORS

ADDRESS: 2295 S. COBB DRIVE

CITY: SMYRNA

STATE: GA

ZIP: 30080

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

SMYRNA POLICE DISTRIBUTORS

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

**Ronda Jacobs
Contracts Manager**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**William Yates, Chief of Police
Police**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0671

Meeting Date: 10/16/2024

Department

Sheriff

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

Request approval renew an existing contract - Sheriff's Office, 22RFP0405B-PS, Delinquent Tax Sales with Government Tax Services, Inc. (Carrollton, Georgia) to provide type-written title examinations, abstracts, and delinquent tax sales preparation services. This action exercises the second of three renewal options. One renewal option remains. Effective October 31, 2024, through July 31, 2025. This is a revenue neutral contract.

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 or 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)*

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

Scope of Work: To provide type-written title examinations and abstracts and other delineated delinquent, pre-tax sales preparation services to the Fulton County Sheriff's Office and to provide certain delineated post-tax sale services (collectively, the "Delinquent Tax Sales Preparation Services") to the Fulton County Sheriff's Office in connection with each successful tax sale

Community Impact: None

Department Recommendation: Recommends Approval

Project Implications: This is a revenue neutral agreement

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0494	7/13/2022	Revenue Neutral
90 Day Extension	102-364	8/14/2023	Revenue Neutral
1st Renewal	23-0614	9/20/2023	Revenue Neutral
Amendment No. 1	24-0063	1/24/2024	Revenue Neutral
90 Day Extension	102-364	7/31/2024	Revenue Neutral
2nd Renewal			Revenue Neutral
Total Revised Amount			Revenue Neutral

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

Contract Value: Revenue Neutral

Prime Vendor: Delinquent Tax Sales Services

Prime Status: Non-Minority

Location: Carrollton, GA

County: Carroll County

Prime Value: Revenue Neutral

Total Contract Value: Revenue Neutral

Total Certified Value: -0-

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation

Exhibit 3: Performance Evaluation

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

Damichell Hightower, Accounting Supervisor, Sheriff’s Office, 404-612-6857

Agenda Item No.: 24-0671

Meeting Date: 10/16/2024

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: 0.00
 Previous Adjustments: 0.00
 This Request: 0.00
 TOTAL: 0.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

421-330-3310-1160: Sheriff's Office Sale Trust, Sheriff, Professional Services-Revenue

Key Contract Terms	
Start Date: 10/31/2024	End Date: 7/31/2025
Cost Adjustment: N/A	Renewal/Extension Terms: One Renewal Option Remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start: 8/1/2023 **Report Period End:** 7/31/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Sheriff's Department

BID/RFP# NUMBER: 22RFP0405B-PS – R2

BID/RFP# TITLE: Delinquent Tax Preparation Services

ORIGINAL APPROVAL DATE: July 13, 2022

RENEWAL EFFECTIVE DATES: October 31, 2023 through July 31, 2025

RENEWAL OPTION #: 2 of 3

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: No cost to the County

COMPANY'S NAME: Government Tax Services, LLC

ADDRESS: 124 Newnan Street

CITY: Carrollton

STATE: Ga

ZIP: 30117

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on **BOC DATE:** _____ **BOC NUMBER:** _____

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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

Government Tax Services, LLC

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

**Pierce T. Waldrep
CEO**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Patrick "Pat" Labat, Sheriff
Fulton County Sheriff Office**

Heather Pearson

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ 2nd RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

Contract Renewal Evaluation Form

Date:	September 16, 2024
Department:	SHERIFF
Contract Number:	22RFP0405B-PS
Contract Title:	Delinquent Tax Sales Preparation Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Conducted the RFP process whereby vendors submitted bids and cost was a determining factor as to who was awarded the contract.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	N/A
	Price found:	N/A
	Different features / Conditions:	N/A
	Percent difference between internet price and renewal price:	N/A

Explanation / Notes:

N/A

Market Survey of other jurisdictions:

Date contacted:	N/A
Jurisdiction Name / Contact name:	N/A

Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	N/A

Explanation / Notes:

N/A

Other (Describe in detail the analysis conducted and the outcome):

N/A

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$597994.00

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?
The Sheriff's Office would not be able to fulfill its mandated responsibilities.

Damichell Hightower

September 16, 2024

Prepared by

Date

Monica Jones

September 16, 2024

Department Head

Date

Performance Evaluation Details

ID	E5
Project	Delinquent Tax Sales Preparation Services
Project Number	22RFP0405B-PS
Supplier	Government Tax Services, LLC
Supplier Project Contact	Pierce Waldrep (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/02/2024 to 08/01/2024
Effective Date	08/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/02/2024 11:16 AM EDT
Completion Date	08/02/2024 11:16 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Throughout this evaluation period, (5/2/2024 to 8/1/2024) the Contractor demonstrated their complete understanding of the project objectives, risks, and requirements. The Contractor prepared 13 tax deeds, and a number of Excess Funds Notices related to our May and June 2024, Sales. Due to IT issues, the Tax Commissioner did not present new liens for our June 2024, Sale, nor did we receive liens from transferees. During this period, delinquent tax liens were presented for approximately 705 parcels, assigned to our August, September, and October 2024, Sales.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

During this evaluation period, (5/2/2024 to 8/1/2024) the Contractor exceeded project milestones by preparing required documents ahead of schedule, which allowed time for proper distribution of the Sheriff's Entry of Service documents, advertisements, and other required notices, for each subject parcel / property.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

During this evaluation period, (5/2/2024 to 8/1/2024) the Contractor produced quality work products, to include title exams, delinquent tax notices, proofs for advertisement, tax deeds, and notices for excess funds.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Throughout this evaluation period, (5/2/2024 to 8/1/2024) the Contractor's staff was responsive to phone calls and email communications. Our request for information and or documentation were provided, promptly.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

During this evaluation period, (5/2/2024 to 8/1/2024) the Contractor remained compliant.

GENERAL COMMENTS

Comments

Government Tax Services, LLC remains an outstanding partner and provides exceptional service.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0672

Meeting Date: 10/16/2024

Department

Superior Court Administration

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

Request approval to approve a Memorandum of Agreement with Goodwill of North Georgia (“GNG”) effective October 1, 2024, through September 30, 2025, for the purposes of providing job readiness and skills training and employment as part of the Peer and Care Expansion project (PeaCE) Project. The agreement is subject to grant funding and guidelines outlined in the pending grant award submitted to the Bureau of Justice Assistance (“BJA”) FY24 Adult Treatment Court Programs #O-BJA_2021-171972, attached hereto as Exhibit A in an amount not to exceed \$47,089.00. Three (3) one-year renewal options pending grant funding.

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

West’s Code of Georgia § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

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

Justice and Safety

Commission Districts Affected

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

Is this a purchasing item?

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.)*

The Peer and Care Expansion project (PeaCE), is to scale up Fulton County Accountability Court capacity to fully integrate evidence-based peer mentoring in the existing 18-24-month track and in the new 12-month

diversion track, which serves a high need/moderate risk group of participants who currently do not have access to substance abuse services and qualify for pre-indictment entry to the programs.

Scope of Work: The primary grant activities include hiring two certified peer mentors to engage with participants throughout the program duration, expanded vocational services, and program evaluation. The expected outcomes of the project include increased program enrollment and treatment compliance, reduced recidivism, and reduced substance use among participants with substance use disorders, thereby increasing the likelihood of successful long-term recovery. Additionally, the new 12-month track fills a gap in post-arrest jail diversion options for individuals in need of substance use treatment services, which reduces penetration into the criminal justice system and reduces the Fulton County Jail population. The target population and intended beneficiaries includes individuals who have been charged with non-violent criminal felony offenses with identified substance use disorders and co-occurring mental health disorders, many of whom are also unhoused and are in need of ancillary services such as job training and readiness.

Community Impact: Improves public safety in the community by training individuals and securing employee opportunities for clients with mental illnesses (MI) or co-occurring mental illness and substance abuse (CMISA) who are in treatment as part of the PeaCE Project.

Department Recommendation: Department recommends approval.

Project Implications: This project is 100% grant funded. Approval of this agreement will ensure grant project goals are met while improving service delivery to offenders with drug and/or alcohol addiction.

Community Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Department Issues/Concerns: Superior Court Administration is not aware of any community concerns with the implementation of this project.

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$47,089.00
Previous Adjustments:	\$0.00
This Request:	\$47,089.00
TOTAL:	\$47,089.00

Grant Information Summary

Amount Requested:	\$47,089.00	<input type="checkbox"/>	Cash
Match Required:	N/A	<input type="checkbox"/>	In-Kind

Agenda Item No.: 24-0672

Meeting Date: 10/16/2024

Start Date: 10/1/2024

Approval to Award

End Date: 9/30/2025

Apply & Accept

Match Account: N/A

Fiscal Impact / Funding Source

Funding Line 1:

461-450-TBD-1160: Grant, Superior Court-Admin, Professional Services = \$47,089.00

Key Contract Terms	
Start Date: 10/1/2024	End Date: 9/30/2025
Cost Adjustment: N/A	Renewal/

Overall Contractor Performance Rating: NEW

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:
N/A

Report Period End:
N/A



**MEMORANDUM OF AGREEMENT BETWEEN FULTON
COUNTY, GEORGIA
AND
GOODWILL OF NORTH GEORGIA**

I. PURPOSE & SCOPE

This Memorandum of Agreement establishes a partnership between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and Goodwill of North Georgia ("GNG") for the purpose of providing job readiness and skills training and employment services as part of the Peer and Care Expansion project (PeaCE) Project. This project is **subject** to grant funding and guidelines outlined in the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Program #**O-BJA-2024-171972** received by Fulton County, attached hereto as Exhibit A.

II. PARTNERSHIP ROLES:

Fulton County Accountability Courts (FCAC) will do the following:

- Pre-screen participants for entry into program
- Drug screen participants
- Refer 20 people a year over the course of 4 years
- Secure and provide funding for all participants referred to programs
- Provide MARTA transportation to selected participants

GNG will do the following:

- Provide onsite job readiness classes at FCAC.
- For those interested in training programs; complete screening and assessments for suitability including drug test and criminal background checks.
- Based on initial assessment for Motivation, Reliability and Dependability (MRD assessment) determine service needed from direct job placement assistance to complete skills training and placement packages.
- Provide the agreed upon skills training per the Goodwill Catalogue: programs are updated throughout the year based on employer input so programming may change.
- Provide participants with instruction, job readiness, and training as outlined in Goodwill Catalogue.
- Provide progress reports of training program and employment outcomes to FCAC

Independent contractor status:

- It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and GNG. At all times, GNG shall be deemed to be an independent contractor and GNG is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, GNG certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

III. PAYMENT SCHEDULE

- Each participant will receive a MRD assessment to determine services needed before enrolling into training or direct job placement as appropriate; there is no cost for the MRD assessment
- Participants may enroll and complete multiple training programs.

- \$500 to be paid by Fulton County at training program entry (for each training program entered) or for direct job placement from MRD (when employment is obtained after assessment only).
- The balance of each program cost, minus \$500 enrollment fee, will be paid by Fulton County only upon full completion of each training program when the participant ends training and begins job placement services.
- Each training program comes with job placement and retention services included.
- Not all training programs are offered at all times or at all locations

Training Program List:

Job Readiness Training (\$45.00 per person, per hour for six weeks).....	\$ 270.00
Floor Tech/Custodial	\$5,030.00
Forklift Training	\$3,934.00
GoodBIZ	\$3,800.00
Retail/Customer Service (\$14.39 per hour x average 200 hours)	\$2,878.00
Construction.....	\$6,089.00
Logistics.....	\$6,993.00
Supply Chain Management w/3 Tracks (CDL-A, Forklift, and Customer Service Dispatch).....	\$7,000.00
Maintenance	\$6,363.00
Welding	\$7,000.00
Technology Careers Program	\$7,000.00
Environmental Services	\$4,000.00
Contact Center Training	\$4,700.00

- GNG will submit an invoice to FCAC by the 15th of the following month in which benchmark (enrollment, direct job placement, or training program completion) is obtained.
- The maximum annual amount of services will not exceed **\$47,089**

IV. EFFECTIVE DATE AND SIGNATURE

This agreement is duly executed by the parties beginning on the date in which it is signed by all parties, and shall remain in effect through September 30, 2025. Before the end of the agreement term, this agreement may be renewed for three one-year terms ("Renewal Terms") and/ or modified upon written mutual agreement. Fulton County, Georgia and Goodwill of North Georgia may revise agreement terms annually to ensure that it is fulfilling its purpose. However, no Renewal Term shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners and authorized by Goodwill of North Georgia. Renewal Terms shall begin on October 1st and end on September 30th, coinciding with grant funding through BJA for this project. Either organization may terminate the MOA upon thirty days (30) written notice.

This MOA is effective upon the authorized signatures of each represented organization. By signing this agreement, our organizations agree to support collaboration terms.

All notices regarding this agreement shall be writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

David Summerlin
Superior Court Administrator
136 Pryor Street, SW, Suite C-640
Atlanta, GA 30303 (david.summerlin@Fultoncountyga.gov)

With a copy to: Fulton County Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303 (Dominique.Martinez@fultoncountyga.gov)

Notices to Goodwill of North Georgia shall be addressed as follows:
Jessica R. Williams, Director of Contracts and Grants
2201 Lawrenceville Hwy, Suite 205, Decatur Ga 30033 (jrwilliams@ging.org)

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

FULTON COUNTY, GEORGIA

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

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

County Attorney

APPROVED AS TO CONTENT

David Summerlin, Superior Court Administrator

GOODWILL OF NORTH GEORGIA

Jessica Williams, Director for Instructional Development

*GNG is an equal opportunity employer and provider of services and prohibits discrimination and harassment of any type because of race, color, creed, religion, age, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. Partner agrees it shall not discriminate against any participant, employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

Standard Applicant Information

Project Information

Project Title Fulton County Peer and Care Expansion Project (PeaCE)	Proposed Project Start Date 10/1/24	Proposed Project End Date 9/30/28
Federal Estimated Funding (Federal Share) 1000000.0	Applicant Estimated Funding (Non-Federal Share) 333336.0	Program Income Estimated Funding 0.0
Total Estimated Funding 1333336.0		

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information

Application POC Prefix Name

Mr.

Application POC First Name

John

Application POC Middle Name

Michael

Application POC Last Name

Collins

Application POC Suffix Name

Organizational Affiliation

Title

Director of Accountability Court

Email ID

john.collins@fultoncountyga.gov

Phone Number

404-612-2422

Fax Number

ORINumber

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

	Name	Date Added
	Form SF424_4_0-V4.0.pdf	5/1/24
	Form SFLLL_2_0-V2.0.pdf	5/1/24
	GrantApplication.xml	5/1/24

Authorized Representative

Authorized Representative Information

Prefix Name

First Name Middle Name Last Name Suffix Name
Sharon _____ Whitmore _____

Title
CFO

Verify Legal Name, Doing Business As, and Legal Address

Legal Name
COUNTY OF FULTON

Doing Business As
COUNTY OF FULTON

UEI
J3Y1XYZYUFQ5

Legal Address

Legal Address**Street 1**

141 PRYOR ST SW

Street 2**City**

ATLANTA

State

GA

Zip/Postal Code

30303

Congressional District

05

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

John Collins

Certification Date / Time

05/09/2024 04:35 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

Fulton County Superior Court, located in Atlanta, Georgia, is requesting funds from the BJA FY24 Adult Treatment Court Program in the Category 2: Enhancement, to expand treatment access in Adult Treatment Court. The total federal amount requested for the duration of the 48-month grant period is \$1,000,000.

The Fulton County Accountability Courts (FCAC) serve individuals pre-adjudication and post-adjudication and will serve 260 total participants with these grant funds over the life of the grant.

The purpose of this proposal, the Peer and Care Expansion project (PeaCE), is to scale up FCAC's capacity to fully integrate evidence-based peer mentoring in the existing 18–24-month track and in the new 12-month diversion track, which serves a high need/moderate risk group of participants who currently do not have access to substance abuse services and qualify for pre-indictment entry to the programs.

The primary grant activities include hiring two certified peer mentors to engage with participants throughout the program duration, expanded vocational services, and program evaluation.

The expected outcomes of the project include increased program enrollment and treatment compliance, reduced recidivism, and reduced substance use among participants with substance use disorders, thereby increasing the likelihood of successful long-term recovery. Additionally, the new 12-month track fills a gap in post-arrest jail diversion options for individuals in need of substance use treatment services, which reduces penetration into the criminal justice system and reduces the Fulton County Jail population.

The target population and intended beneficiaries includes individuals who have been charged with non-violent criminal felony offenses with identified substance use disorders and co-occurring mental health disorders, many of whom are also unhoused and are in need of ancillary services such as job training and readiness. The majority (80%) of current FCAC participants are African American men. All program participants have access to the full range of MAT services through a partnership with Grady Health Systems, the local safety net hospital.

FCAC is fully certified by the Georgia Council of Accountability Courts and currently adheres to All Rise's Best Practice Standards. No proposed enhancement in this project deviates from those standards. The proposed moderate risk/high need track is proposed in adherence with the components of the All-Rise publications, "Alternate Tracks in Adult Drug Courts: Matching Your Program to the Needs of Your Clients" and "How to implement a Multi-Track Model in Your

Treatment Court.”

Data Requested with Application

- > **Financial Management and System of Internal Controls**
- > **Brief Entity Questionnaire**

Proposal Narrative

W	Name	Category	Created by	Date Added	
	BJA FY24 Adult Treatment Court Program Narrative-Fulton County.docx	Proposal Narrative	John Collins	05/09/2024	

Goals, Objectives, Deliverables, and Timeline

Goal Statement

Enroll 25 participants in year one and each subsequent year in the new alternate quadrant

Objective	Fiscal Year	Quarter
1. Peer Mentors and key FCAC team members will educate the judiciary and justice partners on new service offerings and new quadrant four times per year through face to face/virtual meetings. Begins in Year 1, Quarter 1 and will be ongoing.	Ongoing	Ongoing
Partner with the District Attorney’s Office and Public Defender’s office to identify 40 referrals for the new quadrant annually through bi-weekly meetings to review cases. Begins in Year 1, Quarter 1 and will be ongoing.	Ongoing	Ongoing
Peer Mentors will engage with 100% of referrals at the point of intake through a strengths-based approach derived from trainings in motivational interviewing, intentional peer support, and active listening. Begins in Year 1, Quarter 1 and will be ongoing.	Ongoing	Ongoing
Through increased enrollment of pre-indictment and diversion referrals, FCAC will decreased time between arrest and entry into FCAC by 5% per year for a total reduction of 20% over 4 years	2028	Q4
Deliverable	Fiscal Year	Quarter
Presentations	2025	Q1
Other		
Orientation Handbook	2025	Q1

Goal Statement

The Program will achieve a graduation rate of 50% for the new quadrant track starting in year 2 when the first entrants will begin graduating.

Objective	Fiscal Year	Quarter
FCAC will implement a new service quadrant track Policy and Procedure manual, with treatment requirements, phase requirements, and service offerings that are closely aligned with the needs and requirements of this population.	2024	Q4
Peer Mentors will utilize the Partners for Change Outcome Management System (PCOMS) tool for individuals and groups to measure progress	Ongoing	Ongoing

System (FCAC) tool for individuals and groups to measure progress. Beginning in Year 1, Quarter 1 and will be ongoing	Ongoing	Ongoing
FCAC staff, will utilize the NIATx Process Improvement Model to identify process barriers to success of individuals while improving access to and retention in substance abuse treatment. Beginning in Year 1 Quarter 3 and will be ongoing.	Ongoing	Ongoing
The program will implement the All Rise and National Center for State Courts (NCSC) Equity and Inclusion Assessment Tool to collect equity and inclusion data to be reviewed bi-annually. Beginning in Year 1, Quarter 1 and will be ongoing.	Ongoing	Ongoing
Deliverable	Fiscal Year	Quarter
Policies/Procedures/Protocols	2024	Q4
Data Sets	2025	Q1
Action Plans	2025	Q2

Goal Statement

The Program will increase capacity to provide ancillary services and additional treatment modalities by adding Goodwill job training and 3 treatment curriculums.

Objective	Fiscal Year	Quarter
Goodwill will provide vocational services to 35 FCAC participants per year, to include job readiness training, certification, and job placement. Beginning in Year 1, Quarter 1 of the grant and will be ongoing.	Ongoing	Ongoing
The Program will Initiate delivery of the HEAT (Habilitation Empowerment Accountability Therapy) to 35 participants per year. Beginning in Year 1, Quarter 1 of the grant and will be ongoing.	Ongoing	Ongoing
FCAC will implement the American Lung Association's Freedom from Smoking Program for 35 participants per year. Beginning in Year 1, Quarter 2 of the grant and will be ongoing.	Ongoing	Ongoing
FCAC will implement SAMHSA's Brief Counseling for Marijuana Dependence curriculum for 20 participants per year. Beginning in Year 1, Quarter 2 of the grant and will be ongoing.	Ongoing	Ongoing
Deliverable	Fiscal Year	Quarter
Training	2025	Q1
Course Deliveries	2025	Q3

Goal Statement

Fulton County Courts and justice partners will realize improved cost-effectiveness.

Objective	Fiscal Year	Quarter
The reduction in case indictments for 25 pre-indictment cases per year will reduce overall court costs. Beginning in Year 1, Quarter 4 and will be ongoing.	Ongoing	Ongoing
The increased graduation rates and expanded treatment access/utilization/completion achieved will decrease recidivism rates by two-thirds. Beginning in Year 1, Quarter 4 and will be ongoing.	Ongoing	Ongoing
The reduced time from arrest to program entry and the use of NIATx to reduce waiting times and no shows, and increase admissions will lead to a reduction in jail stays and staff efficiency. Beginning in Year 1, Quarter 1 and will be ongoing	Ongoing	Ongoing
Deliverable	Fiscal Year	Quarter
No items		



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0673

Meeting Date: 10/16/2024

Department

Public Works

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

Request approval of the First Amendment of a Memorandum of Agreement (MOA) between Fulton County and the Metropolitan Atlanta Rapid Transit Authority (MARTA), Clayton County, City of College Park, the Airport South Community Improvement District (ASCID), the Airport West Community Improvement District (AWCID) (together the AACIDs) and the Georgia Department of Transportation (GDOT), for participation in the Automated Transit Network (ATN) Investigation & Improvement Study; authorize the Chairman to execute the First Amendment; authorize the County Attorney to approve the First Amendment as to form and to make changes thereto prior to execution. No Funding required by Fulton County. Effective upon execution.

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

Pursuant to GA CONST Art. 9, Sec. 3, Para. 1, a county may contract for any period not exceeding 50 years with any other public entity, public corporation, or public authority for joint services, for the provision of services authorized by law. Further, O.C.G.A. Sec. 36-10-1 provides that all contracts entered into by Fulton County with other persons shall be in writing and entered on its meeting minutes.

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

Infrastructure and Economic Development

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.)*

Fulton County is a partner in the Automated Transit Network (ATN) Investigation & Improvement Study stemming from the Board of Commissioners approval of the MOA on June 12, 2023 as Agenda Item No. 23-0429. Fulton County has no funding obligation for the Study or the project(s) resulting therefrom. MARTA has committed \$3Million for a Phase III Feasibility Study and another \$10Million to implement the project(s) supported by the Phase III Feasibility Study. The MOA also created a "Project Governance Committee" to provide project oversight and made Fulton County a participant with each party having equal representation as voting members. In addition, the MOA created a "Technical Working Group" to assist the Project Governance Committee and provided Fulton County membership.

The purpose of the First Amendment to the MOA is to revise the funding provisions to better establish how the AACIDs will obtain access to the MARTA funding (up to \$13M, with the AACIDs being responsible for amounts above this funding level) for the Phase III Study and to implement the project (s) through a competitively procured contractor.

The First Amendment created a drawdown schedule by which the AACIDs will get: (1) *Initial Disbursement*: MARTA will remit \$897,446.00 to AACIDs within thirty (30) days of the Effective Date of this First Amendment; (2) *Second Disbursement*: MARTA will remit \$665,451.00 to AACIDs within thirty (30) days of the completion of Phase 0 (Mobilization) and Phase I (Preliminary Design); (3) *Third Disbursement*: MARTA will remit \$5,937,008.00 to AACIDs within thirty (30) days of the completion of Phase II (Final Design); (4) *Fourth Disbursement*: MARTA will remit \$2,000,095.00 to AACIDs within thirty (30) days of the completion of Phase III (Operational Readiness) activities; and (5) *Fifth Disbursement*: MARTA will remit \$500,000.00 to AACIDs within thirty (30) days of the completion of Phase IV (Operational Completion) and Phase V (Project Completion) activities.

Further, the First Amendment changed membership on the Project Governance Committee from all members having equal representation, to giving MARTA two (2) voting members and the other parties one (1) voting member.

Scope of Work: The Scope of Work is provided in the MOA.

Community Impact: The project has been well received in the communities surrounding the Hartsfield-Jackson International Airport.

Department Recommendation: The Department of Public Works recommends that Fulton County execute the First Amendment and to continue its participation in this project.

Project Implications: Unknown at this time and the purpose for the studies.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

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

First Amendment.

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

David Clark, Director Public Works, 404.612.2804

Contract Attached

Yes

Previous Contracts

Yes

Fiscal Impact / Funding Source

Funding Line 1:

Not applicable.

Key Contract Terms	
Start Date: 10/16/2024	End Date:
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

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

**MEMORANDUM OF AGREEMENT
FOR AN AUTOMATED TRANSIT NETWORK (“ATN”) INVESTIGATION & IMPLEMENTATION STUDY
BY AND BETWEEN
THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, FULTON COUNTY, CLAYTON COUNTY, CITY OF COLLEGE
PARK, AIRPORT SOUTH COMMUNITY IMPROVEMENT DISTRICT AND THE AIRPORT WEST COMMUNITY
IMPROVEMENT DISTRICT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), effective as of July 18, 2023 (the “Effective Date”) is made by and between Metropolitan Atlanta Rapid Transit Authority (“MARTA”), Fulton County, Georgia (“Fulton”), Clayton County, Georgia (“Clayton”), the City of College Park, Georgia (“College Park”), the Airport South Community Improvement District (“ASCID”), and the Airport West Community Improvement District (“AWCID”). MARTA, Fulton, Clayton, College Park, ASCID, and AWCID shall collectively be referred to as the “Parties” and individually may be referred to as a “Party.”

WITNESSETH:

WHEREAS, the ASCID and AWCID initiated Phase 1 of a \$350,000 Transit Study in 2018 (the “Phase 1 Transit Study”), working collaboratively with their members, key stakeholders, the surrounding community, and local, regional and state agencies, to build on the current conditions and success of the geographic areas served by ASCID and AWCID (the “ATL Airport Community Improvement Districts” or “AACIDs”) to further improve mobility and make it easier to live, work and play in the AACIDs and surrounding area; and

WHEREAS, the Phase 1 Transit Study identified a Mobility District, as shown in Exhibit “A” attached hereto, wherein several alternatives for providing 24/7 mobility options by extending MARTA’s hours of operation and/or providing on-demand transit service were examined. One of these alternatives, Personal Rapid Transit (“PRT”), is a system of on-demand point-to-point travel that combines the advantages of private automobiles (on-demand point-to-point service) with the advantages of public transit; and

WHEREAS, ASCID and AWCID completed Phase 2 of a Transit Study in 2020, a \$150,000 study that developed a conceptual design for ATN (also identified as the “Corporate Crescent Circulator”) that runs across the north side of Hartsfield-Jackson Atlanta International Airport (“Airport”) from MARTA’s Airport or College Park station to the International Terminal. Transit along this arc would accommodate airport users, Corporate Crescent employees, and ATL Airport visitors and residents; and

WHEREAS, the Parties desire to cooperate to advance an ATN (the “Project”) as further set forth in this Agreement, along with necessary ancillary activities to support the Project, including communications and engagement,

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. **The Parties agree** on the need to improve mobility and connectivity through implementation of transit infrastructure, technology, and services within south metropolitan Atlanta, and specifically within the AACIDs.
2. **The Parties further agree** to work cooperatively to complete the Phase 3 – Automated Transit Network Feasibility Study (the “Study”). The purpose of the Study is to determine the constructability, impacts, operations, benefits, and costs of a widespread ATN deployment for the south metro region. Building on

the overall Phase 1 – Transit Feasibility Study completed by ASCID and AWCID in 2019, and the Phase 2 – Personal Rapid Transit (PRT) Definition of Concept completed in 2020.

- a. The Study will investigate the full range of opportunities for ATN to have a positive impact on mobility, economy, social equity, and sustainability in Clayton and South Fulton counties.
 - b. The Study will conceptually evaluate the impacts of ATN throughout the Airport District (as defined in Section 5.a., below) and will locate and evaluate a smaller demonstration project for initial deployment.
 - c. The Study will evaluate the balance of costs and revenues for the ATN and determine if the system can be implemented to cover its own capital and operating costs through a combination of value capture, public-private partnerships, and farebox revenues.
 - d. The Study, estimated to cost approximately \$3 million, will be funded by and led by MARTA, using its on-call contractor for capital programs and planning, and will begin summer 2023.
3. **The Parties further agree** to establish a Governance Committee for the Study that shall provide direction for the Study and shall consist of representatives from each of the Parties, with each Party having the same number of representative(s).
4. **The Parties further agree** to work cooperatively, help identify funding and/or participate (e.g., in-kind services, technical reviews and input as described more fully below) in efforts to construct a demonstration project of an Automated Transit Network (the “Project”) by issuing a Request for Proposals (RFP) in the summer of 2023.
- a. The purpose of the Project will be to evaluate the viability of ATN as an alternative transit system.
 - b. The Project will inform the Study through collection of ridership data, repeatable processes of system operations and also determine reliability of system.
 - c. The Project will help the Parties evaluate if the ATN system is suitable to deploy on a larger scale.
 - d. MARTA has committed \$10 million, in the aggregate (i.e., inclusive of the \$3 million set forth in Section 2.d. above), toward the implementation of the Project, with the remaining cost of the Project’s implementation to be provided through contributions from the successful vendor selected through the RFP process.
 - e. The Parties shall participate in the development of the Project through in-kind contributions of staff time to participate on the Project Governance Committee and Technical Working Group, as described more fully below.
5. **PROJECT GOVERNANCE.**
- a. Airport District. The ATL Airport Community Improvement Districts includes the geographic areas served by AWCID and ASCID. AWCID, located in Fulton County, encompasses portions of the City of Atlanta, the City of College Park, the City of East Point, the City of Hapeville, and the City of South Fulton. ASCID, located in Clayton County, includes portions of the City of College Park and the City of Forest Park.
 - b. Project Governance Committee. A Project Governance Committee shall be created to provide guidance, oversight, decision-making, and direction for the Project. The Project Governance Committee shall consist of representatives of each of the Parties, with each Party having the same number of representative(s).

c. Technical Working Group. A Technical Working Group ("TWG") comprised of one lead representative from each of the Parties and made up of technical staff, executive staff, and/or elected/governing officials and professional/technical experts will be established to further technical work necessary to inform and advance the Project. Participation by supporting technical experts may be relied upon by each lead member. The TWG shall operate as a forum, not a decision-making body, and shall provide non-binding recommendations to the Project Governance Committee.

- 6. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
- 7. **MODIFICATION.** This Agreement may be modified or amended only by means of a written document executed on behalf of all Parties to this Agreement.
- 8. **TERMINATION.** Prior to completion of the Project, any Party may unilaterally terminate its inclusion in this Agreement without penalty,.
- 9. **GOVERNING LAW.** This Agreement shall be governed by Georgia law.
- 10. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
- 11. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Agreement as of the Effective Date.

This 18th day of July, 2023.

Metropolitan Atlanta Rapid Transit Authority
"MARTA"

By: 

Title: GM/CEO

ATTEST: 

Fulton County
"Fulton"

By: 

Title: Chairman

ATTEST: 

By: [Signature]
This 18 day of July, 2023.

ATTEST: [Signature]
By: [Signature]
This 18 day of July, 2023.

Clayton County
"Clayton"

By: [Signature]
Title: Chairman

Airport West Community Improvement District
"AWCID"

By: [Signature]
Title: Chairman

ATTEST: [Signature]
By: [Signature]
This 18 day of July, 2023.

ATTEST: [Signature]
By: [Signature]
This 18 day of July, 2023.

City of College Park
"College Park"

By: [Signature]
Title: Councilman

ATTEST: [Signature]
By: [Signature]
This 18 day of July, 2023.

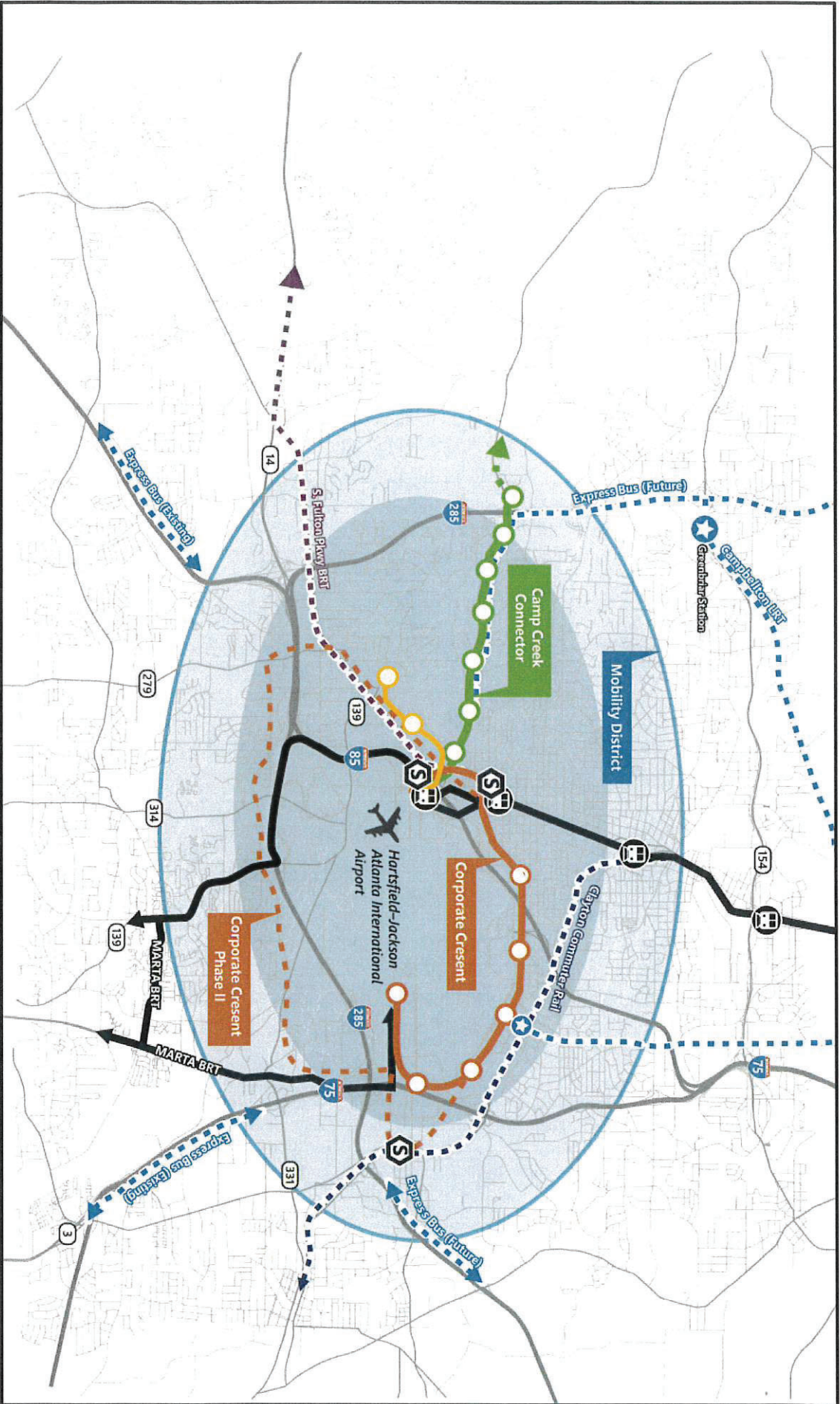
Airport South Community Improvement District
"ASCID"

By: [Signature]
Title: Chairman

ATTEST: [Signature]

July 18, 2023
Page 4 of 5

EXHIBIT A



MOBILITY DISTRICT

158120433v1

**FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT
FOR AN AUTOMATED TRANSIT NETWORK**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (this “Amendment”) effective as of _____, 2024 (the “Effective Date”) is made by and between Metropolitan Atlanta Rapid Transit Authority (“MARTA”), Fulton County, Georgia (“Fulton”), Clayton County, Georgia (“Clayton”), the City of College Park, Georgia (“College Park”), the Airport South Community Improvement District (“ASCID”), and the Airport West Community Improvement District (“AWCID”). MARTA, Fulton, Clayton, College Park, ASCID, and AWCID shall collectively be referred to as the “Parties” and individually may be referred to as a “Party.”

WITNESSETH:

WHEREAS, on July 18, 2023 the Parties entered into that certain Memorandum of Agreement for an Automated Transit Network (“ATN”) Investigation & Implementation Study (the “MOA,” “Agreement” or “Memorandum of Agreement”) to work collaboratively to improve mobility and connectivity through testing and implementation of transit infrastructure, technology, and services within the geographic areas served by ASCID and AWCID (collectively, the “ATL Airport Community Improvement Districts” or “AACIDs”) to make it easier to live, work, and play in the AACIDs and surrounding areas;

WHEREAS, pursuant to the terms of the Agreement, MARTA (among others) agreed to provide certain financing (the “MARTA Grant Funding”) to assist with the implementation of the selected transit project that will be piloted by the AACIDs (the “Project”);

WHEREAS, the AACIDs with the support of MARTA, conducted a competitive public procurement to select a contractor to design and construct the Project;

WHEREAS, this Amendment is being entered into to provide details regarding how the AACIDs may access the MARTA Grant Funding, as well as clarifying other items as set forth hereinbelow;

NOW, THEREFORE, for and in consideration of the mutual promises, acknowledgements, and agreements contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Section 2.d.:** Section 2.d. of the Agreement shall be deleted in its entirety and replaced with the following:

d. Reserved

2. **Section 4.d.:** Section 4.d. of the Agreement shall be deleted in its entirety and replaced with the following:

d. Reserved

3. **MARTA Grant Funding:** The following new Section 12 shall be added to the Agreement after Section 11:

12. MARTA Grant Funding.

- (a) Pursuant to the Agreement, MARTA previously committed \$10 million, in the aggregate, toward the implementation of the Project, with the remaining cost of the Project's implementation to be provided through contributions from the successful vendor selected through an RFP process. In the event the cost(s) of the Project exceeds the MARTA Grant Funding and any contributions from the successful vendor selected by AACIDs, AACIDs acknowledges and agrees that it shall bear the expense of any additional costs.
- (b) MARTA has agreed to increase the not to exceed amount of the MARTA Grant Funding to \$13 million in the aggregate. The MARTA Grant Funding shall be \$10 million in direct and reimbursable funding and \$3 million in a variety of MARTA in-kind administrative planning, programmatic, procurement, and other support services, including conducting a study of the transit mode(s), financing (capital/operating costs), financial viability, ridership projection, and the Project's potential impact on the AACIDs area.
- (c) MARTA agrees to disburse MARTA Grant Funding in accordance with the following:
- (1) Initial Disbursement: MARTA will remit \$897,446 to AACIDs within thirty (30) days of the Effective Date of this Amendment. Notwithstanding the payment of any Disbursement (hereinafter defined) from MARTA to AACIDs, AACIDs acknowledges and agrees that it shall promptly provide monthly invoices to MARTA in accordance with Section 12(c)(6) of this Agreement.
 - (2) Second Disbursement: MARTA will remit \$665,451 to AACIDs within thirty (30) days of the completion of Phase 0 (Mobilization) and Phase I (Preliminary Design) activities as set forth in this Agreement including, without limitation, the Payment Schedule attached hereto as Exhibit B and incorporated herein by this reference.
 - (3) Third Disbursement: MARTA will remit \$5,937,008 to AACIDs within thirty (30) days of the completion of Phase II (Final Design) activities as set forth in this Agreement including, without limitation, the Payment Schedule.
 - (4) Fourth Disbursement: MARTA will remit \$2,000,095 to AACIDs within thirty (30) days of the completion of Phase III (Operational Readiness) activities as set forth in this Agreement including, without limitation, the Payment Schedule.
 - (5) Fifth Disbursement: MARTA will remit \$500,000 to AACIDs within thirty (30) days of the completion of Phase IV (Operational Completion) and Phase V (Project Completion) activities as set forth in this Agreement including, without limitation, the Payment Schedule. Collectively, the Initial Disbursement, Second Disbursement, Third Disbursement, Fourth Disbursement, and Fifth Disbursement are referred to herein as the "Disbursements".
 - (6) AACIDs acknowledges and agrees that it shall remit, on a monthly basis (on or before the tenth (10th) day of each month) without notice or request, monthly invoices reflecting the costs actually incurred by AACIDs for the Project without any additional indirect or direct increase, profit, overhead, or other mark-up for AACIDs. The monthly invoices should reflect all Disbursements received, any funds (or in-kind products or services) received by AACIDs for

the Project, as well as all costs, fees, and expenses incurred by AACIDs for the Project. MARTA and AACIDs will meet within thirty (30) days of the Effective Date of this Amendment to agree upon the format, form, information, and detail that each of AACIDs' invoices should contain, as well as the need for any other report or information to be remitted to MARTA with the invoices. AACIDs acknowledges that MARTA is subject to audit and review by the State of Georgia and the Federal Transit Agency and as such fiscal transparency and reporting is significantly important under the Agreement. The Parties acknowledge and agree that they will meet within thirty (30) days of the Effective Date to establish the reasonable and customary written reporting to be submitted by AACIDs to MARTA for the Project to verify proper usage of the MARTA Grant Funding. If the Parties fail to mutually agree upon the same within thirty (30) days of the Effective Date, then AACIDs acknowledges and agrees that MARTA is under no obligation to remit any Disbursements to AACIDs until the same has been completed and memorialized in writing. In the event the cost of the Project is less than the MARTA Grant Funding, AACIDs acknowledges and agrees that it will remit any overpayment made by MARTA to MARTA within thirty (30) days of the completion of the Project without notice or need for MARTA to invoice for the same.

- (7) Notwithstanding anything to the contrary contained herein, AACIDs acknowledges and agrees not to submit an invoice to MARTA if the amount due is less than five hundred dollars (\$500.00), unless it is the final invoice for the Project. Each invoice must contain the following information in order to be processed by MARTA: (a) Contract Number; and (b) a description of the services rendered. MARTA will pay each properly formatted, rendered, and undisputed invoice, via MARTA's Self-Invoicing Portal, within thirty (30) days after the later of MARTA's receipt of the invoice (as noted above) or MARTA's receipt and acceptance of the goods, equipment, and/or services. For instructions to submit invoices via MARTA's Self-Invoicing Portal, please access the following link:

http://www.itsmarta.com/uploadedFiles/More/Procurement/Procedures%20for%20Submitting%20a%20Vendor%20Invoice_Rev%2001.09.2018.pdf

- (d) Audit. AACIDs will provide to MARTA, and any entity designated by MARTA, either access to AACIDs employees and, either (at MARTA's sole discretion) (1) access to AACIDs' offices and property, or (2) supply to MARTA the information requested by MARTA for the purpose of performing audits and inspections of AACIDs and/or any of the relevant information relating to this Agreement. AACIDs acknowledges and agrees that any such information that is either provided to MARTA or which MARTA is allowed to review, shall be in an unredacted form. Such audits, inspections, and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine AACIDs' performance; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by MARTA. AACIDs shall provide, at no additional cost, full cooperation to MARTA and its designated entities in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours). AACIDs shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report. If any audit or inspection of charges, invoices, reimbursement requests, or services reveals that MARTA has overpaid any amounts to AACIDs or AACIDs are unable to substantiate any costs incurred, AACIDs shall refund

such overpayment within 30 days of notice or independently becoming aware of such overpayment.

- (a) Until the later of: (a) five (5) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet MARTA's records retention policy or any record retention policy imposed by applicable law, if more stringent than MARTA's policy, AACIDs will maintain and provide access upon request to the records, data, documents, and other information required to fully and completely enable MARTA to enforce its audit rights under this Agreement.

4. PROJECT GOVERNANCE. Sections 5.b. and 5.c. of the Agreement shall be deleted in their entirety and replaced with the following in lieu thereof:

- b. Project Governance Committee. A Project Governance Committee shall be created to provide guidance, oversight, decision-making, and direction for the Project. The Project Governance Committee shall consist of representatives of each of the Parties. MARTA shall have two (2) voting representatives on the Project Governance Committee and all other Parties shall have one (1) voting representative on the Project Governance Committee.
- c. Technical Working Group. A Technical Working Group ("TWG") comprised of one lead representative from each of the Parties and made up of technical staff, executive staff, and/or elected/governing officials and professional/technical experts will be established to further technical work necessary to inform and advance the Project. Participation by supporting technical experts may be relied upon by each lead member. The TWG will also hold the responsibility of reviewing deliverables and providing comments for inclusion by the successful vendor selected by the AACIDs. The TWG shall operate as a forum, not a decision-making body, and shall provide non-binding recommendations to the Project Governance Committee.

5. TIME IS OF THE ESSENCE. Time is of the essence for this Amendment.

6. AUTHORITY/SIGNATURE. The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.

7. COMPLETE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. The Parties acknowledge and agree that the terms 'Agreement,' 'MOA' or 'Memorandum of Agreement' shall be deemed to include the Agreement as modified by this Amendment. Except as amended by this Amendment, all other terms and conditions remain the same as set forth in the Agreement.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Amendment on and as of the Effective Date.

Metropolitan Atlanta Rapid Transit Authority
"MARTA"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

City of College Park
"College Park"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

Fulton County
"Fulton"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

Airport South Community Improvement District
"ASCID"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

Clayton County
"Clayton"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

Airport West Community Improvement District
"AWCID"

By: _____

Title: _____

ATTEST:

By: _____

This ___ day of _____, 2024.

EXHIBIT A

PAYMENT SCHEDULE

Disbursements	Project Phases	Disbursement Amounts
Contract Execution	Phase 0: Mobilization Phase I: Prelim Design	\$897,446
Complete Phases I and II with MARTA's concurrence/acceptance	Phase II: Final Design	\$665,451
Complete Phase III with MARTA concurrence/acceptance	Phase III: Operational Readiness	\$5,937,008
Complete Phase IV with MARTA concurrence/acceptance	Phase IV: Operational Completion	\$2,000,095
Complete Phase V and Phase VI with MARTA concurrence/acceptance	Phase V: Confirmation of Project Closure	\$500,000



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0676

Meeting Date: 10/16/2024

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

Presentation of Proclamations and Certificates.

Proclamation recognizing “Fulton County Citizens Commission on the Environment Awardee Appreciation Day.” **(BOC)**

Proclamation recognizing “Fulton County Board of Health’s Breast and Cervical Cancer Prevention Program Appreciation Day.” **(Barrett/ Pitts)**

Proclamation recognizing “Maggie DeCan Appreciation Day.” **(Ellis/Thorne)**

Proclamation recognizing “Katha Stuart Appreciation Day.” **(Ellis/Thorne)**

Proclamation recognizing “Friends of the Library Week.” **(Barrett/Ellis)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0678

Meeting Date: 10/16/2024

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0679

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138735K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection, in the total amount not to exceed \$1,500,000.00 with (A) WSP USA Environment & Infrastructure, Inc. (Kennesaw, GA) in an amount not to exceed \$300,000.00; (B) Axis Infrastructure, LLC (Roswell, GA) in an amount no to exceed \$300,000.00, (C) Johnson, Spellman & Associates, Inc. (Peachtree Corners, GA) in an amount not to exceed \$300,000.00, (D) Wiley/Wilson (Atlanta, GA) in an amount not to exceed \$300,000.00; and, (E) Foresite Group, LLC (Peachtree Corners, GA) in an amount not to exceed \$300,000.00, to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an task order basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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, or 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)*

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?

Yes

Summary & Background

Scope of Work: These contracts provide the expertise, resources and personnel necessary to assess and design solutions to various Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) issues in County facilities including furnishing all design, labor, materials, and equipment needed to perform the requisite work.

Community Impact: There is no identifiable impact on the community currently.

Department Recommendation: The Department of Real Estate and Asset Management (DREAM) recommends approval as DREAM does not have the in-house expertise to perform the scope of work covered by the contract.

Project Implications: The intent of these professional services contracts is for one or more firms to provide some, all, or any combination of the various and diverse engineering studies; consultative, advisory, investigative and pre-design services; pre-design and pre-construction activities; partnering; project management services; detailed design services; contract administration and general review during construction; construction management services for the County on an as needed basis. Whenever services are requested by the County the Contractor will submit a written proposal for the specific project based on the scope of services requested by the County.

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

Department Issues/Concerns: If these renewal contracts are not approved, the County does not have the capacity, or the expertise, to perform these professional services in-house for mechanical, electrical, plumbing, and fire protection services. Approval will enable us to have engineering consultancy services on-hand to review proposal specifications for proposed solicitations before being advertised to ensure that all aspects necessary for a successful procurement have been addressed.

Contract Modification

(A) WSP USA Environmental & Infrastructure, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0722	10/18/23	\$300,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$600,000.00

(B) Axis Infrastructure, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0722	10/18/23	\$300,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$600,000.00

(C) Johnson, Spellman & Associates, inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0722	10/18/23	\$300,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$600,000.00

(D) Wiley/Wilson

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0722	10/18/23	\$300,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$600,000.00

(E) Foresite Group, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0722	10/18/23	\$300,000.00
1st Renewal			\$300,000.00
Total Revised Amount			\$600,000.00

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

Total Contract Value: \$1,500,000.00

(A)

Contract Value: \$300,000.00
Prime Vendor: WSP USA Environment & Infrastructure, Inc.
Prime Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Prime Value: \$255,000.00 or 85.00%

Subcontractor: Hammond & Associates, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$45,000.00 or 15.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$45,000.00 or 15.00% %

(B)

Contract Value: \$300,000.00
Prime Vendor: Axis Infrastructure, LLC
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$285,000.00 or 95.00%

Subcontractor: Sebench Engineering, Inc.
Subcontractor Status: Service-Disabled Veteran Business Enterprise
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$15,000.00 or 5.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$15,000.00 or 5.00%

(C)

Contract Value: \$300,000.00
Prime Vendor: Johnson, Spellman & Associates, Inc.
Prime Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Prime Value: \$222,150.00 or 74.05%

Subcontractor: Bolden-Williams & Associates, Inc.
Subcontractor Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Subcontractor Value: \$77,850.00 or 25.95%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(D)

Contract Value: \$300,000.00
Prime Vendor: Wiley/Wilson
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$240,000.00 or 80.00%

Subcontractor: Fisher Engineering
Subcontractor Status: White Female Business Enterprise

Location: Johns Creek, GA
County: Fulton County
Subcontractor Value: \$60,000.00 or 20.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$60,000.00 or 20.00%

(E)
Contract Value: \$300,000.00
Prime Vendor: Foresite Group, LLC
Prime Status: Non-Minority
Location: Peachtree Corners, GA
County: Gwinnett County
Prime Value: \$300,000.00 or 100.00%

Total Contract Value: \$300,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$1,500,000.00 or 100.00%
Grand Certified Value: \$120,000.00 or 8.00%

Exhibits Attached

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Contractor's Performance Reports
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,500,000.00
Previous Adjustments: \$0.00
This Request: \$1,500,000.00
TOTAL: \$3,000,000.00

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:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$1,500,000.00. This is a Standby Contract that is dependent on the availability of capital funding and/or end-user/departmental operating/capital funding as identified/adopted as a part of the FY 2025 budget.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

WSP USA Environment & Infrastructure, Inc.	85
Axis Infrastructure, LLC	85
Johnson, Spellman & Associates, Inc.	85
Wiley/Wilson	85
Foresite Group, LLC	85

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024	Report Period End: 6/30/2024
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138735K-DB (A)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 10/18/2023

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: WSP USA Environmental & Infrastructure, Inc.

ADDRESS: 3340 Peachtree Road, Suite 2400

CITY: Atlanta

STATE: GA

ZIP: 30326

This Renewal Agreement No. __ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

WSP USA ENVIRONMENTAL & INFRASTRUCTURE, INC.

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

**Mirsada Ilic,
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138735K-DB (B)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 10/18/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Axis Infrastructure, LLC

ADDRESS: 70 Mansell Ct., Suite 200

CITY: Roswell

STATE: Georgia

ZIP: 30076

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

AXIS INFRASTRUCTURE, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

J. Dean Collins, PE
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138735K-DB (C)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 10/18/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Johnson, Spellman & Associates, Inc.

ADDRESS: 350 Research Courts, Suite 130

CITY: Peachtree Corners

STATE: Georgia

ZIP: 30092

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

**JOHNSON, SPELLMAN &
ASSOCIATES, INC.**

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

**Thomas H. Wille
Principal**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138735K-DB (D)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 10/18/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Wiley/Wilson

ADDRESS: 5901 Peachtree Dunwoody Road, Building C, Suite 515

CITY: Atlanta

STATE: Georgia

ZIP: 30328

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

WILEY/WILSON

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Robert A. Bass, PE
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138735K-DB (E)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 10/18/2023

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$300,000.00

COMPANY'S NAME: Foresite Group, LLC

ADDRESS: 3740 Davinci Court, Suite 100

CITY: Peachtree Corners

STATE: Georgia

ZIP: 30092

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

FORESITE GROUP, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Kelly Wilson, PE
MEP Division Leader + Overall
Project Manager

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Standby Professional Services MEPFP
Project Number	23RFP138735K-DB(A)
Supplier	WSP USA Environment & Infrastructure Inc.
Supplier Project Contact	Kyle Proshek (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 10:35 AM EDT
Completion Date	08/12/2024 10:35 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

PROJECT MANAGEMENT

17/20

Rating **Excellent:** Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments *Not Specified*

SCHEDULE

17/20

Rating **Excellent:** Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments *Not Specified*

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating **Excellent:** Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments *Not Specified*

COMMUNICATIONS AND CO-OPERATION

17/20

Rating **Excellent:** Co-operative and timely response to the User Department concerns.

Comments *Not Specified*

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating **Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	Standby Professional Services MEPFP
Project Number	23RFP138735K-DB(B)
Supplier	Axis Infrastructure, LLC
Supplier Project Contact	Traci Strom (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	08/12/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 10:32 AM EDT
Completion Date	08/12/2024 10:32 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

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Not Specified

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Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

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Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Professional Services MEPFP
Project Number	23RFP138735K-DB(C)
Supplier	Johnson Spellman & Associates, Inc.
Supplier Project Contact	Greta M Holland (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 10:44 AM EDT
Completion Date	08/12/2024 10:44 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

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Comments

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SCHEDULE

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Comments

Not Specified

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17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Professional Services MEPFP
Project Number	23RFP138735K-DB(D)
Supplier	Wiley Wilson
Supplier Project Contact	Ezra Bailey (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 10:40 AM EDT
Completion Date	08/12/2024 10:40 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

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

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17/20

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Comments *Not Specified*

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Rating **Excellent:** Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	Standby Professional Services MEPFP
Project Number	23RFP138735K-DB(E)
Supplier	Foresite Group, LLC
Supplier Project Contact	Megan Keel (preferred language: English)
Supplier Project Contact	Erik Steavens (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/12/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/12/2024 10:36 AM EDT
Completion Date	08/12/2024 10:36 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified

Contract Renewal Evaluation Form

Date:	July 24, 2024
Department:	Real Estate and Asset Management
Contract Number:	23RFP138735K-DB
Contract Title:	Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This service cannot afford to be reduced because we do not have any alternative resources to provide standby professional for mechanical, electrical, plumbing and fire protection services on an “as needed-task order assignment” basis.

The intent of this contract is for one or more firms to provide expertise, resources and personnel experienced in the various phases of Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) including the furnishing of all design, labor, materials, and equipment needed to perform the work. In addition, the County desires to obtain LEED Silver ratings for any new construction projects. If sufficient funding is not available to pursue LEED Silver ratings for individual projects, the County desires that site and building designs are developed to maximize energy efficiency and water conservation. Project designs shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design, and excellent indoor air quality.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
	Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes:

Cobb County, City of Atlanta, and DeKalb County do not utilize stand-by contracts. There are no municipalities in the Metro Atlanta area to use for benchmarks or comparison purposes. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the

services required in accordance with the Purchasing Code Selections 102-374 or 102-375, Competitive Sealed Proposals.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Ongoing daily maintenance & service.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County expenditures as of 7/24/2024, \$0.00

FY2023 The County spent \$10,521.00

FY2022 The County spent \$285,970.90

FY2021 The County spent \$136,717.00

FY2020 The County spent \$396,920.08

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.

Adjusted price:

[Click here to enter text.](#)

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house?
Yes No If yes, attach the analysis.

We do not have staff with the professional licenses and designations required by code to perform this work.

7. What would be the impact on your department if this contract was not approved?

The Department does not have staff that can fulfill this need and with the anticipated Bond Program projects, we can utilize these contracts as subject matter experts to ensure that companies bidding of Bond work projects are provided cost effective services.

Sam T. Bakare, RA, CPM®

Sam Bakare, Construction Manager

August 1, 2024

Prepared by

Date

JN
Joseph N. Davis, Director

August 16, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0680

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 22ITB134949C-GS, Tree Removal Services Countywide, in an amount not to exceed \$309,000.00 with Arborserv, Inc. (Lithonia, GA), to provide on-site tree removal services countywide on an “as-needed” basis. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2025, through December 31, 2025.

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 or 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 furnishes all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide on-site tree removal services Countywide on an as needed basis.

Scope of Work: The scope of work also includes, but not limited to:

- Cutting the specified tree down even to the ground so as not to leave any visible stump.

- De-limbing chopping/chipping and hauling off the premises.
- Debris must be hauled off immediately upon completion of job.
- Limb removal from living trees must be cut so as not to damage the limb collar.
- Stump grinding may be required on a case by-case basis and when required shall be completed in according with (IAW) industry standards.
- All debris from the grinding of the stump shall be removed, unless otherwise specified by the Project Manager.

Community Impact: This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties.

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

Public Works Department is requesting \$100,000.00 of spending authority to support their ongoing field operations for FY2025.

The requested spending authority in the total amount of \$309,000.00 is sufficient to cover these anticipated costs for tree removal services for FY2025.

Project Implications: This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties and private property impacted by trees on County-owned property.

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

Department Issues/Concerns: If this renewal contract is not approved, the Department does not have the required skills and equipment to perform on-site tree removal services under emergency/storms related situation.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0873	11/3/21	\$234,000.00
Increase Spending Authority No. 1	23-0375	6/7/23	\$75,000.00
1st Renewal	23-0625	9/20/23	\$309,000.00
Increase Spending Authority No. 2	24-0062	1/24/24	\$260,000.00
Increase Spending Authority No. 3	24-0603	9/18/24	\$100,000.00
2nd Renewal			\$309,000.00
Total Revised Amount			\$1,287,000.00

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

Contract Value: \$309,000.00

Prime Vendor: ArborServ, Inc.
Prime Status: African American Male Business Enterprise
Location: Lithonia, GA
County: DeKalb County
Prime Value: \$309,000.00 or 100.00%

Total Contract Value: \$309,000.00 or 100.00%
Total Certified Value: \$309,000.00 or 100.00%

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

- Exhibit 1: Contract Renewal Agreement
- Exhibit 2: Performance Evaluation
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$234,000.00
Previous Adjustments:	\$744,000.00
This Request:	\$309,000.00
TOTAL:	\$1,287,000.00

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:

100-520-5220-1160: General, Real Estate and Asset Management, Professional Services- \$209,000.00
"Subject to availability of funding adopted for FY 2025 by BOC"

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- \$20,000.00 "Subject to availability of funding adopted for FY 2025 by BOC"

Funding Line 3:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services- \$40,000.00
"Subject to availability of funding adopted for FY 2025 by BOC"

Funding Line 4:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$40,000.00
"Subject to availability of funding adopted for FY 2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: renewal options remain

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 22ITB134949C-GS

BID/RFP# TITLE: Tree Removal Services Countywide

ORIGINAL APPROVAL DATE: 12/7/2022

RENEWAL EFFECTIVE DATES: 1/1/ 2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$309,000.00

COMPANY'S NAME: Arborserv, Inc.

ADDRESS: 2290 S. Stone Mountain Lithonia Road

CITY: Lithonia

STATE: GA

ZIP: 30058

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

ARBORSERV, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Darryl A. Dorton
Owner, CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E6
Project	Tree Removal Services Countywide
Project Number	22ITB134949C-GS
Supplier	Arborserv
Supplier Project Contact	Darryl A. Dorton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 09:06 AM EDT
Completion Date	07/08/2024 09:06 AM EDT
Evaluation Score	100

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 *Not Specified*

TIMELINESS OF PERFORMANCE

20/20

Rating **Outstanding:** The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments *Not Specified*

BUSINESS RELATIONS

20/20

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

Comments *Not Specified*

CUSTOMER SATISFACTION

20/20

Rating **Outstanding:** Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments *Not Specified*

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 *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	July 30, 2024
Department:	Department of Real Estate and Asset Management
Contract Number:	23ITB134949C-CG
Contract Title:	Tree Removal Services Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Department does not have the capacity to provide this in-house such as; labor, equipment, and transportation to perform this large-scale service County-wide. This contract furnishes all materials, labor, tools, equipment, transportation, and appurtenances necessary to provide on-site tree removal services countywide. Tree removal generally includes cutting the specified damaged trees to the ground, de-liming, chopping/chipping, and hauling off the premises, and stump grinding according with IAW industry standards.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	July 27, 2024
	Price found:	Not Comparable Pricing
Different features / Conditions:		
Percent difference between internet price and renewal price:		

Explanation / Notes:

- Small trees up to about 30-feet high, such as a Black Mulberry, Dogwood or Russian olive, with clearance of buildings and utility lines cost about \$125-\$437 to remove.
- Medium-sized trees from 30-60 feet tall including the Black Alder, Black Gum and Crabapple that are set apart from buildings and utilities run \$175-\$900.
- Large trees 60-80 feet high, including Red Oak, Pine and Black Locust, are estimated at \$400-\$1,000.
- Trees 80-100 feet tall such as the American Ash, Bur Oak and Sugar Maple can cost anywhere from \$962-\$1,400+

Additional costs:

- Stump grinding pulverizes the remaining tree stump into a pile of sawdust and may be priced separately or as part of the estimate. Large stump grinding averages \$169-\$300 and small stumps are about \$75

- To haul away trunk wood from a 30-foot tree removal \$350.
- Arborist consultations can run \$125 per hour

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	The County is paying comparable prices

Explanation / Notes:

The County tree removal service cost is per job and labor is included in total cost. It's not price separately, so we cannot determine a cost for labor rates for normal hours, after hours, holidays and emergency. Their ruled is that any cost over \$1,000 must be quoted.

Other (Describe in detail the analysis conducted and the outcome):

We have evaluated market pricing with other plumbing vendors in the Atlanta Metro area to ensure that we are getting a fair rate for the county.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County expenditures as of 7/30/24, \$406,704.00

FY2023 The County spent \$299,600.98

FY2022 The County spent \$249,240.00

FY2021 The County spent \$88,075.00

FY2020 The County spent \$76,599.00

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.

Inflation rate:

Click here to enter text.

Adjusted price:

Click here to enter text.

Percent difference between past purchase price and renewal price:

Click here to enter text.

Explanation / Notes:

Click here to enter text.

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

This service cannot be performed in-house because the DREAM does not have required Skills, experience, equipment, and licenses necessary to perform this kind of tree cutting Services as specified in the scope of work under emergency/storm related situation.

7. What would be the impact on your department if this contract was not approved?

This contract is utilized for storm related emergencies and/or diseased and dangerous tree removal on County-owned properties. Public safety would be gravely impacted.

Anthony Spencer

Anthony Spencer, Administrator

Prepared by

July 30, 2024

Date

JN

Joseph N. Davis, Director

Department Head

September 6, 2024

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0681

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23RFP138733K-BKJ, Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments - Architectural and Engineering Services, in the total amount not to exceed \$1,600,000.00 with (A) Sizemore Group, LLC (Atlanta, GA) in an amount not to exceed \$400,000.00; (B) KHAFRA Engineering Consultants, Inc. (Atlanta, GA) in an amount not to exceed \$400,000.00; (C) Heery + Russell, a joint venture (Atlanta, GA) in an amount not to exceed \$400,000.00; and (D) WSP USA Environmental & Infrastructure, Inc. (Kennesaw, GA) in an amount not to exceed \$400,000.00, to provide standby professional services for facilities related design, engineering and assessments. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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, or 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 professional services in the areas of architecture and engineering services on an as needed, task order assignment basis for a variety of capital

projects in support of the Department of Real Estate and Asset Management.

Scope of Work: The professional services to be provided under these contracts includes the following: engineering studies; consultative, advisory, investigative and pre-design and pre-construction services; project management services; design services; contract administration, and additional services that may be requested by the County.

These requirements may include, but are not limited to, the following:

- (a) Extended commissioning and start-up assistance for equipment or facilities;
- (b) Preparing plant specific operating and maintenance manuals;
- (c) Determining deficiencies during the warranty period;
- (d) Preparing the final acceptance document at the end of the warranty period;
- (e) Assisting with facility management and/or operations after commissioning and start-up;
- (f) Providing assistances in as-built drawing verification;
- (g) Facility requirements and utilization studies;
- (h) Feasibility studies for new, renovation and alteration projects
- (i) Preparation of program documents;
- (j) Preparation of schematic, preliminary, design development, contract documents, and specifications;
- (k) Studies and audits for compliance with federal, state, and local regulations;
- (l) Services related to minor and/or new construction, renovation, and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural, and civil engineering;
- (m) Additional services which may be required or requested;
- (n) Master planning, building systems surveys;
- (o) Facility programming;
- (p) Construction administration;
- (q) Development of design documents for the Standby Construction Program System (Job Order Contract); and
- (r) Cost estimates.

Community Impact: There is no identifiable impact on the community currently.

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

This is a Standby Contract that is dependent on the availability of capital funding and/or end-user/departmental operating/capital funding as identified/adopted as a part of the FY 2025 budget

Project Implications: Because of the volume of work anticipated from the Urban Redevelopment Bond Program and other various Capital Projects, these professional firms will provide some, all, or any combination of the various and diverse technical expertise they possess to the capital improvement projects.

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

Department Issues/Concerns: If these renewal contracts are not approved, the County does not have the capacity, or the expertise, to perform these professional services in-house for architectural and engineering services. Approval will enable us to have engineering consultancy services on-hand to review proposal specifications for proposed solicitations before being advertised to ensure that all aspects necessary for a successful procurement have been addressed.

Contract Modification

(A) Sizemore Group, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0242	4/10/24	\$400,000.00
1st Renewal			\$400,000.00
Total Revised Amount			\$800,000.00

(B)Khafra Engineering Consultants, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0242	4/10/24	\$400,000.00
1st Renewal			\$400,000.00
Total Revised Amount			\$800,000.00

(C) Heery + Russell, a joint venture

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0242	4/10/24	\$400,000.00
1st Renewal			\$400,000.00
Total Revised Amount			\$800,000.00

(D) WSP USA Environmental & Infrastructure, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0242	4/10/24	\$400,000.00
1st Renewal			\$400,000.00
Total Revised Amount			\$800,000.00

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

Contract Value: \$1,600,000.00

(A)

Prime Vendor: Sizemore Group, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$260,000.00 or 65.00%

Subcontractor: Acension
Subcontractor Status: Non-Minority
Location: Monroe, GA
County: Walton County
Subcontractor Value: \$8,000.00 or 2.00%

Subcontractor: Delon Hampton
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$28,000.00 or 7.00%

Subcontractor: Palacio Collaborative
Subcontractor Status: Hispanic Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$20,000.00 or 5.00%

Subcontractor: SL King
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$40,000.00 or 10.00%

Subcontractor: Travis Pruitt & Associates
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$40,000.00 or 10.00%

Subcontractor: Viridian Studios
Subcontractor Status: White Female Business Enterprise
Location: Stone Mountain
County: DeKalb County
Subcontractor Value: \$4,000.00 or 1.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$92,000.00 or 23.00%

(B)

Prime Vendor: KHAFRA Engineering Consultants, Inc
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$268,000.00 or 67.00%

Subcontractor: 2M Design Consultants
Subcontractor Status: African American Female Business Enterprise
Location: Johns Creek GA
County: Fulton County
Subcontractor Value: \$60,000.00 or 15.00%

Subcontractor: Timberhood Consulting, LLC
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$32,000.00 or 8.00%

Subcontractor: Land Matters Studios, LLC
Subcontractor Status: White Female Business Enterprise
Location: Sandy Springs, GA
County: Fulton County
Subcontractor Value: \$20,000.00 or 5.00%

Subcontractor: Gleeds
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: DeKalb County
Subcontractor Value: \$20,000.00 or 5.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$348,000.00 or 87.00%

(C)

Prime Vendor: Turner & Townsend Heery, LLC/ H.J. Russell and Company, Inc. (JV)
Prime Status: Heery (\$123,200.00 or 55.00%) Non-Minority & Russell (\$100,800.00 or 45.00%) African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$224,000.00 or 56.00%

Subcontractor: Croft & Associates, Inc
Subcontractor Status: Non-Minority
Location: Kennesaw, GA

County: Cobb County
Subcontractor Value: \$132,000.00 or 33.00%

Subcontractor: Breedlove Land Planning
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$28,000.00 or 7.00%

Subcontractor: Shear Structural
Subcontractor Status: White Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$16,000.00 or 4.00%

Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$116,800.00 or 29.20%

(D)

Prime Vendor: WSP USA Environment & Infrastructure, Inc
Prime Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Prime Value: \$300,000.00 or 75.00%

Subcontractor: Hammond & Associates, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$100,000.00 or 25.00%
Total Contract Value: \$400,000.00 or 100.00%
Total Certified Value: \$100,000.00 or 25.00%

Grand Contract Value: \$1,600,000.00 or 100.00%
Grand Certified Value: \$656,800.00 or 41.05%

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

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Performance Evaluation
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,600,000.00
 Previous Adjustments: \$0.00
 This Request: \$1,600,000.00
 TOTAL: \$3,200,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -\$1,600,000.00
 This is a Standby Contract that is dependent on the availability of resources, and end-user/departmental operating/capital funding as identified” adopted for FY2025.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

Sizemore Group, LLC 85
 KHAFRA Engineering Consultants, Inc. 85
 Heery + Russell, a joint venture 85
 WSP USA Environmental & Infrastructure, Inc. 85

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 24-0681

Meeting Date: 10/16/2024

Report Period Start:
8/5/2024

Report Period End:
8/25/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138733K-BKJ (A)

BID/RFP# TITLE: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Sizemore Group, LLC

ADDRESS: 342 Marietta Street, NW, Unit 3

CITY: Atlanta

STATE: Georgia

ZIP: 30313

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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: 23RFP138733K-BKJ (A)

FULTON COUNTY, GEORGIA

SIZEMORE GROUP, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Lilyb Berrios, AIA, LEED AP,
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138733K-BKJ (B)

BID/RFP# TITLE: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Khafra Engineering Consultants, Inc.

ADDRESS: 233 Peachtree Street, N.E., Suite 2575

CITY: Atlanta

STATE: Georgia

ZIP: 30303

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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: 23RFP138733K-BKJ (B)

FULTON COUNTY, GEORGIA

**KHAFRA ENGINEERING
CONSULTANTS, INC.**

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

**Valentino T. Bates
President/Principal**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138733K-BKJ (C)

BID/RFP# TITLE: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Heery + Russell, a joint venture

ADDRESS: 3550 Lenox Road, Suite 2300

CITY: Atlanta

STATE: Georgia

ZIP: 30326

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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: 23RFP138733K-BKJ (C)

FULTON COUNTY, GEORGIA

HEERY + RUSSELL, A JOINT VENTURE

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

**Heather McKeen
Vice President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23RFP138733K-BKJ (D)

BID/RFP# TITLE: Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Architectural & Engineering Services

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 through 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: WSP USA Environmental & Infrastructure, Inc.

ADDRESS: 1075 Big Shanty Rd NW

CITY: Kennesaw

STATE: Georgia

ZIP: 30144

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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: 23RFP138733K-BKJ (D)

FULTON COUNTY, GEORGIA

WSP USA ENVIRONMENTAL & INFRASTRUCTURE, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Scott Walters, PE, CEM, BCxP,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Standby Professional Services for A&E
Project Number	23RFP138733K-BKJ(A)
Supplier	Sizemore Group
Supplier Project Contact	Crystal Callwood (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/05/2024 to 08/25/2024
Effective Date	09/09/2024
Evaluation Type	Formal
Interview Date	09/09/2024
Expectations Meeting Date	09/09/2024
Status	Completed
Publication Date	09/09/2024 05:03 PM EDT
Completion Date	09/09/2024 05:03 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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

PROJECT MANAGEMENT

17/20

Rating
Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments
Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

SCHEDULE

17/20

Rating
Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments
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QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating
Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments
Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating
Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments
Commendable. Contractor submissions are expedited on some occasions.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating
Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments
Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	Standby Professional Services A&E
Project Number	23RFP138733K-BKJ(D)
Supplier	WSP
Supplier Project Contact	Mike Chilson (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	04/01/2024 to 08/25/2024
Effective Date	08/29/2024
Evaluation Type	Formal
Interview Date	08/13/2024
Expectations Meeting Date	08/13/2024
Status	Completed
Publication Date	08/29/2024 03:47 PM EDT
Completion Date	08/29/2024 03:47 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
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GENERAL COMMENTS

Comments
Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Professional Services A&E
Project Number	23RFP138733K-BKJ(C)
Supplier	Turner & Townsend Heery
Supplier Project Contact	Heather McKeen (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/05/2024 to 08/25/2024
Effective Date	09/09/2024
Evaluation Type	Formal
Interview Date	09/09/2024
Expectations Meeting Date	09/09/2024
Status	Completed
Publication Date	09/09/2024 05:01 PM EDT
Completion Date	09/09/2024 05:01 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
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GENERAL COMMENTS

Comments
Not Specified

Performance Evaluation Details

ID	E1
Project	Standby Professional Services A&E
Project Number	23RFP138733K-BKJ(B)
Supplier	KHAFRA Engineering Consultants, Inc.
Supplier Project Contact	Valentino T Bates (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	08/05/2024 to 08/25/2024
Effective Date	09/09/2024
Evaluation Type	Formal
Interview Date	09/09/2024
Expectations Meeting Date	09/09/2024
Status	Completed
Publication Date	09/09/2024 05:18 PM EDT
Completion Date	09/09/2024 05:18 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

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GENERAL COMMENTS

Comments *Not Specified*

Contract Renewal Evaluation Form

Date:	July 24, 2024
Department:	Real Estate and Asset Management
Contract Number:	23RFP138733K-BKJ
Contract Title:	Standby Professional Services for Architectural and Engineering Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This service cannot afford to be reduced because we do not have any alternative resources to provide standby professional architectural and engineering services. This service provides basic services that will consist of the following but not limited to: engineering studies; consultative, advisory, investigative and pre-design services; pre-design and pre-construction activities; partnering; project management services; detailed design services; contract administration and general review during construction; construction management services facilities related planning, design, engineering and assessments - architecture & engineering services program on a “task order” basis for a variety of capital projects

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Pricing comparable to current market.
	Different features / Conditions:	Variable
	Percent difference between internet price and renewal price:	Variable

Explanation / Notes:

This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in the accordance with the Purchasing Code Selections 102-374 or 102-375, Competitive Sealed Proposals.

Market Survey of other jurisdictions:

Date contacted:	June 1, 2019
Jurisdiction Name / Contact name:	N/A
Date of last purchase:	N/A
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	N/A
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Pricing comparable

Explanation / Notes:

[Click here to enter text.](#)

Other (Describe in detail the analysis conducted and the outcome):

[Click here to enter text.](#)

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County expenditures as of 8/23/2024, \$0.00

FY2023 The County spent \$190,247.50

FY2022 The County spent \$427,809.18

FY2021 The County spent \$150,090.55

FY2020 The County spent \$259,975.98

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	
Price paid:	N/A
Inflation rate:	N/A
Adjusted price:	N/A
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Purchases are different pending requirement

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes
 No If yes, attach the analysis.

The work performed under this contract requires specialty and skills.

7. What would be the impact on your department if this contract was not approved?

If these contract renewals are not approved, the Department does not have the professional architectural engineering licenses and designations required by code to perform these services in-house to the County.

Sam T. Bakare, RA, CPM®

Sam Bakare, Building Construction Manager

August 26, 2024

Prepared by

Date

JN
Joseph N. Davis, Director

September 6, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0682

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB110923C-GS, HVAC On Call Maintenance Services Countywide in an amount not to exceed \$1,200,000.00 with (A) Mechanical Services, Inc. (Hapeville, GA) in an amount not to exceed \$400,000.00; (B) Trane U.S., Inc. (Atlanta, GA) in an amount not to exceed \$350,000.00; (C) 5 Seasons Mechanical LLC (Norcross, GA) in an amount not to exceed \$250,000.00; and (D) JR Hobbs Co. - Atlanta, LLC (Lawrenceville, GA) in an amount not to exceed \$200,000.00, to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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 or 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 These contracts furnish all materials, labor, tools, equipment, and appurtenances necessary to provide standby on-site HVAC on call maintenance services of air conditioning systems on an "as needed" basis for all Fulton County facilities.

Scope of Work: The Scope of Work includes but not limited to the following preventive maintenance task:

1. Troubleshoot the BAS/HVAC equipment.
2. Make adjustment on sensors inputs/outputs and all various setting where automation is not used.
3. Replace minor spares, like fuses, filters, solenoids, small valves, etc. This will be completed in consultation with the appropriate Building Maintenance Manager.
4. Report to the Building Maintenance Manager scope and details of major repair needed and provide a not-to-exceed estimate for the repair work.
5. Acquire repair parts and perform repair service.
6. At the end of repair work or call, the tradesperson or his/her supervisor must submit a service ticket for each call-out indicating the date of service, location of the service, County ID# of equipment serviced, explanation of work carried out, bill of materials, and actual duration of the work.
7. Provide warranty information on replaced equipment and parts.
8. If the bidder does not have capabilities in troubleshooting special/proprietary control systems, it shall make arrangement with manufacturers or their authorized representatives for effective management of the situation, after consultations with the County authorized representative.
9. Dispose all waste material, including hazardous wastes, in an environmentally acceptable Manner.

Equipment Types and Connected Systems that may Require Service Repair:

1. Air conditioning units/air handlers.
2. Splits units and package units (heat and cool).
3. Chillers, cooling towers and associated equipment.
4. Terminal boxes and controllers.
5. Boilers and hot water heaters.
6. Building Automation Systems.

Community Impact: This is necessary for the environmental health and comfort of the patrons and employees in County facilities.

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

These are time and material contracts and the requested spending authority in the total amount of \$1,200,000.00 will cover the costs for manufacturer's specified OEM replacement parts/components on variety types of HVAC systems (AHU, cooling towers, and splits & package units) with sizes varying from 5 to 880 tons capacity throughout Fulton County. Approximately 30% for troubleshooting, diagnosing and maintenance repairs for BAS/HVAC equipment, and 70% to cover the cost for manufacturer's specified OEM replacement parts and components for FY2025.

Project Implications: These contracts provide technical services, maintenance repairs and equipment replacement on various types of HVAC systems units varying from 5 to 880 tons capacity and BAS that provides comfort to patrons and employees throughout Fulton County facilities.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department cannot address the maintenance repairs needed for the County’s HVAC systems.

Contract Modification

(A) Mechanical Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0162	3/6/24	\$400,000.00
1st Renewal			\$400,000.00
Total Revised Amount			\$800,000.00

(B) Trane U.S., Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0162	3/6/24	\$350,000.00
1st Renewal			\$350,000.00
Total Revised Amount			\$700,000.00

(C) 5 Seasons Mechanical, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0162	3/6/24	\$250,000.00
1st Renewal			\$250,000.00
Total Revised Amount			\$500,000.00

(D) JR Hobbs Co., - Atlanta, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0162	3/6/24	\$200,000.00
1st Renewal			\$200,000.00
Total Revised Amount			\$400,000.00

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

Contract Value: \$1,200,000.00

(A) Contract Value: \$400,000.00

Prime Vendor: Mechanical Services, Inc.
Prime Status: White Female Business Enterprise
Location: Marietta, GA
County: Cobb County
Prime Value: \$400,000.00 or 100.00%

Total Contract Value: \$400,000.00 or 100.00
Total Certified Value: \$400,000.00 or 100.00

(B) Contract Value: \$350,000.00

Prime Vendor: Trane U.S., Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: DeKalb County
Prime Value: \$350,000.00 or 100.00%

Total Contract Value: \$350,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(C) Contract Value: \$250,000.00

Prime Vendor: 5 Seasons Mechanical LLC
Prime Status: African American Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$250,000.00 or 100.00%

Total Contract Value: \$250,000.00 or 100.00%
Total Certified Value: \$250,000.00 or 100.00%

(D) Contract Value: \$200,000.00

Prime Vendor: JR Hobbs
Prime Status: Non-Minority
Location: Lawrenceville, GA
County: Gwinnett County
Prime Value: \$200,000.00 or 100.00%

Total Contract Value: \$200,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$1,200,000.00 or 100.00%
Grand Certified Value: \$650,000.00 or 54.17%

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

Agenda Item No.: 24-0682

Meeting Date: 10/16/2024

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Performance Evaluations
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,200,000.00
 Previous Adjustments: \$0.00
 This Request: \$1,200,000.00
 TOTAL: \$2,400,000.00

Grant Information Summary

Amount Requested: [Click here to enter text.](#) Cash
 Match Required: [Click here to enter text.](#) In-Kind
 Start Date: [Click here to enter text.](#) Approval to Award
 End Date: [Click here to enter text.](#) Apply & Accept
 Match Account \$: [Click here to enter text.](#)

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5225-1116: General, Real Estate and Asset Management, Building Maintenance- \$1,200,000, and subject to availability of capital funding allocation for FY2025.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment: Click here to enter text.	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

Agenda Item No.: 24-0682

Meeting Date: 10/16/2024

Mechanical Services, Inc.	85
Trane U.S., Inc.	85
5 Seasons Mechanical LLC	CPR Memo
JR Hobbs Co. - Atlanta, LLC	CPR Memo

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB110923C-GS (A)

BID/RFP# TITLE: HVAC On Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$400,000.00

COMPANY'S NAME: Mechanical Services, Inc.

ADDRESS: 464 Porsche Avenue

CITY: Hapeville

STATE: Georgia

ZIP: 30354

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

MECHANICAL SERVICES, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Benjamin A. Ralston
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB110923C-GS (B)

BID/RFP# TITLE: HVAC On Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$350,000.00

COMPANY'S NAME: Trane U. S., Inc.

ADDRESS: 4000 DeKalb Technology Parkway, Building 100

CITY: Atlanta

STATE: Georgia

ZIP: 30340

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

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SIGNATURES: SEE NEXT PAGE

SIGNATURES:

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FULTON COUNTY, GEORGIA

TRANE U. S., INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Janice Ferina
Analyst Contract Management

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

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Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB110923C-GS (C)

BID/RFP# TITLE: HVAC On Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$250,000.00

COMPANY'S NAME: 5 Seasons Mechanical, LLC.

ADDRESS: 4000 DeKalb Technology Parkway, Building 100

CITY: Atlanta

STATE: Georgia

ZIP: 30340

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

5 SEASONS MECHANICAL, LLC

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

**Anouar Soyah
Chief Operation Officer**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB110923C-GS (D)

BID/RFP# TITLE: HVAC On Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/6/2024

RENEWAL EFFECTIVE DATES: 1/1/2025 **THROUGH** 12/31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: JR Hobbs Co. – Atlanta, LLC

ADDRESS: 464 Porsche Avenue

CITY: Hapeville

STATE: Georgia

ZIP: 30354

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

JR HOBBS CO. – ATLANTA, LLC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Zack Poole
Vice President and General Counsel

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	HVAC On-Call Maintenance Services Countywide
Project Number	23ITB110923C-GS
Supplier	Mechanical Services, Inc.
Supplier Project Contact	Ben Ralston (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/18/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/18/2024 10:25 AM EDT
Completion Date	09/18/2024 10:25 AM EDT
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
During this review period, Mechanical Services Inc. (MSI), fully complied with all work plans. They have become the epitome of the specification compliance. Their technicians are very knowledgeable and professional. Their communication with DREAM personnel has been excellent as it pertains to services rendered.

TIMELINESS OF PERFORMANCE

17/20

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

Comments
MSI has met key milestones per their contract and have proven to be reliable. There were numerous occasions in which MSI was called upon for their services and they delivered them within the contractual response timetable. They delivered a level of service that is second to none. There have been several times that MSI was called upon during critical situations where they went above and beyond. They have often worked around the clock, on weekends and holidays to minimize the downtime of HVAC equipment.

BUSINESS RELATIONS

17/20

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

Comments
MSI's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and at times have even been hand delivered. When an inquiry was made concerning any discrepancies, the communication from their office managers was clear and transparent.

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, when MSI completed their contractual agreement we were satisfied most of the time. MSI's staff has provided on-site customer care visits to affirm Fulton County's satisfaction with their services. Again, their field technicians display a high level of professionalism and continually go above and beyond to ensure that DREAM's key personnel are updated on their progress reports. As a result of this MSI has become the go to for all needs.

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments
MSI's key field technicians continue to demonstrate a high degree of knowledge, experience and expertise during this review period. It shows that their technicians have been very well trained and have many years of experience working in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond promptly to any requests in a professional manner. I am highly impressed that each technician has a specific specialty that makes for completing large projects rapidly, and keep us under budget where possible.

GENERAL COMMENTS

Comments *Not Specified*

Performance Evaluation Details

ID	E1
Project	HVAC On-Call Maintenance Services Countywide
Project Number	23ITB110923C-GS
Supplier	Trane US Inc
Supplier Project Contact	Thomas Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	09/18/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	09/18/2024 10:16 AM EDT
Completion Date	09/18/2024 10:16 AM EDT
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 During this review period, TRANE has complied with all work plans. Their technicians are very knowledgeable and professional. Their communication with DREAM personnel has been very detailed as it pertains to reports and updated of services rendered.

TIMELINESS OF PERFORMANCE

17/20

Rating

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

Comments TRANE has met key milestones per the contract and have proven to be reliable. On occasions in which TRANE were called upon for their services they responded within an acceptable timetable and provided a resolution. Recently TRANE has completed an HVAC system upgrade in our 4700 North Point Pkwy Building. This project was very well planned, and TRANE was transparent and forthright with all information surrounding changes or delays where Fulton County Staff was concerned.

BUSINESS RELATIONS

17/20

Rating

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

Comments TRANE's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent.

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, when TRANE completed their contractual agreement, we were satisfied. TRANE's staff provided on-site customer care visits to affirm the status of Fulton County satisfaction with their services. Again, their field technicians displayed a high level of professionalism and often went out their way by sending status reports on the weekends to ensure that DREAM's key personnel were updated on their progress reports.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments TRANE's key field technicians continue to demonstrate a high degree of knowledge, experience, and expertise in this review period. It shows that their technicians have been very well trained and have many years working in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond promptly to any requests in a professional manner, and keeping projects under budget where possible.

GENERAL COMMENTS

Comments Trane and its staff overall is a pleasure to work with.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM ^{JD}

DATE: September 10, 2024

SUBJECT: Contractor's Performance Report – JR Hobbs Co. _
Atlanta, LLC – 23ITB110923C-GS for HVAC on Call
Maintenance Services Countywide

The Contractor listed below have not been established as a contractor/vendor in BidNet due to the new Contract Agreement just been established cause for no evaluation for performance at this time. Once services have been rendered/or project completed during active evaluation (quarterly) period, then a complete performance evaluation will be done by the Department representative (Project Manager).

PROJECT: HVAC on Call Maintenance Services Countywide

PROJECT NO.: 23ITB110923C-GS

CONTRACTOR: JR Hobbs Co. - Atlanta, LLC
2021 Cedars Rd., Suite 100
Lawrenceville, GA 30043

POC: Zach Poole, Vice President and General Counsel

PHONE: (844) 711-3302

EMAIL:

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Willie Perryman, Building Maintenance Manager
Vijay Nair, Building Maintenance Manager
Harry Jordan, Contract Administrator, DREAM



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM ^{JD}

DATE: September 10, 2024

SUBJECT: Contractor's Performance Report – 5 Seasons
Mechanical, LLC – 23ITB110923C-GS for HVAC on Call
Maintenance Services Countywide

The Contractor listed below have not been established as a contractor/vendor in BidNet due to the new Contract Agreement just been established cause for no evaluation for performance at this time. Once services have been rendered/or project completed during active evaluation (quarterly) period, then a complete performance evaluation will be done by the Department representative (Project Manager).

PROJECT: HVAC on Call Maintenance Services Countywide

PROJECT NO.: 23ITB110923C-GS

CONTRACTOR: 5 Seasons Mechanical, LLC
6971 Peachtree Industrial Blvd
Peachtree Corners, GA 30092

POC: Anouar Soyah, CEO

PHONE: (770) 727-5000

EMAIL:

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Willie Perryman, Building Maintenance Manager
Vijay Nair, Building Maintenance Manager
Harry Jordan, Contract Administrator, DREAM

Contract Renewal Evaluation Form

Date:	July 30, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB110923C-GS
Contract Title:	HVAC On-Call Maintenance Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The scope of work for this contract cannot be reduced because we do not have the in-house capabilities of required equipment, tools, skills, and in-house staff to provide this service. The County is in the process of addressing the multiple upgrades of HVAC systems for repair/replacement in County facilities that was identified from the condition assessment due to deferred maintenance and the age of the units.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	Click here to enter a date.
	Price found:	Click here to enter text.
	Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:		Click here to enter text.

Explanation / Notes:

The prices for HVAC Maintenance do reflect the current market. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid in accordance with Purchasing Code Selection 102-373, Competitive Sealed Bids.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Hourly rates applicable for Fulton County contract is \$65 which is less than price applicable for City of Atlanta contract.

Explanation / Notes:

Click here to enter text.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County allocated expenditure as of 7/30/2024, \$338,424.18

FY2023 The County spent \$653,528.65

FY2022 The County spent \$229,448.13

FY2021 The County spent \$949,728.30

FY2020 The County spent \$452,640.29

4. Does the renewal option include an adjustment for inflation? Yes No
(Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

This service is required as an augmentation of capacity and is used when the capabilities and availability of in-house resources are not sufficient to meet the maintenance requirements. This service, therefore, cannot be performed in-house because the DREAM does not have enough qualified and experienced technicians necessary to perform this kind of work.

7. What would be the impact on your department if this contract was not approved?

If this contract is not approved, there will be a significant delay or failure in the repair and replacement of HVAC equipment in County owned facilities. This will result in hazardous building environments for employees and taxpayers who use the buildings.

Dexter Dyer

Dexter Dyer, Building Maintenance
Manager/Carlos Sutton, Trades Manager

July 30, 2024

Prepared by

JN

Joseph N. Davis, Director

Department Head

Date

September 10, 2024

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0683

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138805C-GS, Carpet, Carpet Installation and Repair Services Countywide, in an amount not to exceed \$345,000.00 with (A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta (Norcross, GA) in an amount not to exceed \$145,000.00; (B) HPI Floor, LLC (Atlanta, GA) in an amount not to exceed \$125,000.00; and (C) Brad Construction Company II (Fayetteville, GA) in the amount not to exceed \$75,000.00, to provide carpet, carpet tile installation and repair services on an "as-needed" basis for Countywide facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025

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 or 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 These contracts furnish all materials, labor, tools, equipment, and appurtenances necessary to provide carpet and carpet tile installation and carpet repair to facilities Countywide. These contracts are a vital part of DREAM's ability to maintain safe, functional, and aesthetically sound facilities. Without this contract, flooring within Fulton County facilities could go

without necessary maintenance/replacement and provide for a potentially hazardous environment. The deterioration of floor coverings in many well-traveled locations like court rooms and public corridors could be a cause for tripping hazards and health hazards from deteriorating carpets.

Scope of Work: The Scope of Work include, but not limited to:

- Removal and reinstallation of existing furniture when required
- Removal and disposal of existing carpet/carpet tiles
- Installation of new variety types of carpet tiles in accordance with product manufactures

Community Impact: These contracts are necessary to maintain a safe, functional, and comfortable flooring for the patrons and employees in County facilities

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

These contracts are time and materials contracts and the requested total spending authority in the amount of \$345,000.00 is sufficient to cover the costs for all labor, replacement, and installation of new carpet for County facilities for FY2025.

Project Implications: These contracts ensure worn carpet is replaced in a timely manner. Without these contracts, flooring within Fulton County facilities could go without necessary maintenance and provide for a potentially hazardous environment.

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

Department Issues/Concerns: If these renewal contracts are not approved, the Department does not have the resources, specialty tools and equipment to provide carpet and carpet tile installation repair services Countywide.

Contract Modification

(A) G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0270	4/17/24	\$145,000.00
1st Renewal			\$145,000.00
Total Revised Amount			\$290,000.00

(B) HPI Floors, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0270	4/17/24	\$125,000.00
1st Renewal			\$125,000.00
Total Revised Amount			\$250,000.00

(C) Brad Construction Company II, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0270	4/17/24	\$75,000.00
1st Renewal			\$75,000.00
Total Revised Amount			\$150,000.00

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

Contract Value: \$345,000.00

(A)

Prime Vendor: G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta
Prime Status: Hispanic Male Business Enterprise
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$113,100.00 or 78.00%

Subcontractor: Prosource
Subcontractor Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Subcontractor Value: \$31,900.00 or 22.00%

Total Contract Value: \$145,000.00 or 100.00%
Total Certified Value: \$113,100.00 or 78.00

(B)

Prime Vendor: HPI Floor, LLC
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$125,000.00 or 100.00%

Total Contract Value: \$125,000.00 or 100.00%
Total Certified Value: \$125,000.00 or 100.00%

(C)

Prime Vendor: Brad Construction Company II
Prime Status: African American Male Business Enterprise
Location: Fayetteville, GA
County: Fayette County

Agenda Item No.: 24-0683

Meeting Date: 10/16/2024

Prime Value: \$75,000.00 or 100.00%

Total Contract Value: \$75,000.00 or 100.00%

Total Certified Value: \$75,000.00 or 100.00%

Grand Contract Value: \$345,000.00 or 100.00%

Grand Certified Value: \$313,100.00 or 90.75%

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

Exhibit 1: Contract Renewal Agreements

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$345,000.00

Previous Adjustments: \$0.00

This Request: \$345,000.00

TOTAL: \$690,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$200,000
"Subject to availability of funding adopted for FY2025 by BOC"

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$145,000
Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

G.S.A.T. Restoration dba Paul Davis	CPR Memo
HPI Floor	76
Brad Construction Company II	79

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138805C-GS (A)

BID/RFP# TITLE: Carpet, Carpet Tile Installation and Repair Services Countywide

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$145,000.00

COMPANY'S NAME: G.S.A.T. Restoration, Inc. dba Paul Davis of North Atlanta

ADDRESS: 6095 Northbelt Drive, Unit D

CITY: Atlanta

STATE: GA

ZIP: 30071

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

G.S.A.T. RESTORATION, INC. DBA PAUL DAVIS OF NORTH ATLANTA

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

**Ben James
Managing Partner**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138805C-GS (B)

BID/RFP# TITLE: Carpet, Carpet Tile Installation and Repair Services Countywide

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$125,000.00

COMPANY'S NAME: HPI Floors, LLC

ADDRESS: 1035 Research Center Drive, Suite F

CITY: Atlanta

STATE: GA

ZIP: 30331

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

HPI FLOORS, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Lawrence Hollinshead
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138805C-GS (C)

BID/RFP# TITLE: Carpet, Carpet Tile Installation and Repair Services Countywide

ORIGINAL APPROVAL DATE: 4/17/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$75,000.00

COMPANY'S NAME: Brad Construction Company II, LLC

ADDRESS: 3406 Florence Circle

CITY: Powder Springs

STATE: GA

ZIP: 30127

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

**BRAD CONSTRUCTION COMPANY II,
LLC**

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

**Keith Dunn
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E6
Project	Carpet, Carpet Tile Installation and Repair Services
Project Number	20ITB125835C-GS
Supplier	HPI Floors, LLC
Supplier Project Contact	Lawrence E Hollinshead (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/07/2024 05:51 PM EDT
Completion Date	07/07/2024 05:51 PM EDT
Evaluation Score	76

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
Vendor has not provided any goods and services so far in this period. The Project Manager of the vendor was familiar with Fulton County's contract requirements.

TIMELINESS OF PERFORMANCE

14/20

Rating
Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments
Vendor has not provided any goods and services so far in this period

BUSINESS RELATIONS

17/20

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

Comments
The contractor maintained very good contact and relationship with Fulton County staff who managed the contract. The contractor always responded to calls and quotes and RFI about product/services Contractor provided multiple quotes during this period

CUSTOMER SATISFACTION

14/20

Rating
Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments
Contractor was available to walk the building and submit estimates for multiple sites. Contractor was very responsive to these requests.

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Contractor submitted quotes in a timely manner and prices were as agreed upon or as quoted in the ITB. There were no disputes related to quotes or the price structure used

GENERAL COMMENTS

Comments
This is a good resource for the floor maintenance requirements

Performance Evaluation Details

ID	E9
Project	Glass and Plexiglas Repair and Maintenance
Project Number	20ITB126868C-CG
Supplier	Brad Construction Company II
Supplier Project Contact	Neal Morrison (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 04:42 PM EDT
Completion Date	07/08/2024 04:42 PM EDT
Evaluation Score	79

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
Vendor provided services and material of good quality. There were no issues resulting from poor quality of material or poor workmanship. Contractor employed skilled workers and complied with technical specifications in the contract

TIMELINESS OF PERFORMANCE

14/20

Rating
Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments
Vendor provided services within agreed upon schedule. There has been no delay in execution of work except where manufacturer may have caused some delays

BUSINESS RELATIONS

17/20

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

Comments
Vendor maintained very good business contact with the project manager and always responded to quotes and requests for information. Vendor was also able to facilitate dialogue with the manufacturer when certain design/manufacturing issues were discussed

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
Contractor communicated with Fulton County routinely and effectively. Where information was requested, contractor provided detailed notes and included manufacturer's cut sheets or web site information

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Invoices were submitted by the vendor in a timely manner and with minimum or no delays. Vendor cooperated with the County during the cyber-attack, when payments were subjected to unusual delays

GENERAL COMMENTS

Comments
Recommend maintaining the contract considering the quality of their work.



INTEROFFICE MEMORANDUM

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

FROM: Joseph Davis, Director, DREAM ^{JD}

DATE: September 10, 2024

SUBJECT: Contractor's Performance Report – G.S.A.T, Restoration
Inc. dba Paul Davis of North Atlanta – 23ITB138808C-
GS for Carpet, Carpet Installation and Repair Services
Countywide

The Contractor listed below has not been established as a contractor/vendor in BidNet due to the new Contract Agreement just been established cause for no evaluation for performance at this time. Once services have been rendered/or project completed during active evaluation (quarterly) period, then a complete performance evaluation will be done by the Department representative (Project Manager).

PROJECT: Carpet, Carpet Installation and Repair Services Countywide

PROJECT NO.: 23ITB138805C-GS

CONTRACTOR: G.S.A.T, Restoration, Inc. dba Paul Davis of North Atlanta
1000 Miller Ct. W
Norcross, GA 30071

POC: Wilson Tomala, President

PHONE: (770) 985-1727

EMAIL: wtomala@pauldavis.com

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

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
John Adams, DREAM Administrator
Willie Perryman, Building Maintenance Manager
Vijay Nair, Building Maintenance Manager
Harry Jordan, Contract Administrator, DREAM

Contract Renewal Evaluation Form

Date:	September 19, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB138805C-GS
Contract Title:	Carpet & Carpet Tile Installation and Repair Services Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

Carpets are one of the essential features of floor covering. These are replaced only when the condition of the carpet has the potential to cause liability for the County. Efforts are indeed being made to operate this contract with strict spending constraints. Whenever possible, the removal and resetting of furniture for carpet and/or tile installation and repair are performed by Fulton County staff rather than the contractor, providing slight reductions in scope and cost of this contract. Additionally, small jobs not involving moving and lifting of furniture as well as cleanup after that are undertaken in-house by the County as opposed to the contractor, resulting in further reductions.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	September 19, 2024
	Price found:	\$ 6.50 per Sq Ft installed
	Different features / Conditions:	Commercial tiles
	Percent difference between internet price and renewal price:	50% less expensive

Explanation / Notes:

The prices for carpet installation do reflect the current market, considering that installation in County offices involve work and/or restrictions not necessarily seen in a commercial work. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid according to Purchasing Code Selection 102-373, Competitive Sealed Bids.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Comparable

Explanation / Notes:

Price paid for installation of carpet includes cost of removing existing carpet, removal and reinstallation of furniture and installation of new carpet. Even when per-foot prices are comparable actual costs could vary depending upon the configuration of the space.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County allocated expenditures as of 7/30/2024, \$0.00
 FY2023 The County spent \$202,843.00
 FY2022 The County spent \$127,297.00
 FY2021 The county spent \$72,069.00
 FY2020 The County spent \$456,128.37

4. Does the renewal option include an adjustment for inflation? Yes No
 (Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.

Percent difference between past purchase price and renewal price:

[Click here to enter text.](#)

Explanation / Notes:

[Click here to enter text.](#)

5. Is this a seasonal item or service? Yes No

6. Has an analysis been conducted to determine if this service can be performed in-house? Yes No If yes, attach the analysis.

The County does not have the resources, specialty tools and equipment to provide carpet and carpet tile installation repair services Countywide.

7. What would be the impact on your department if this contract was not approved?

Not approving this contract would negatively impact all Fulton County departments. The upkeep of Fulton County facilities is an essential function of this department. This contract is a vital part of our ability to maintain functional and aesthetically sound facilities. Without this contract, flooring within Fulton County facilities could go without necessary maintenance and provide for a potentially hazardous environment. The deterioration of floor coverings in many well-traveled locations like Court Rooms and public corridors could be a cause for tripping hazards and health hazards from deteriorating carpets

Vijay Nair

Vijay Nair, Bldg. Maintenance Mgr., Central
Willie Perryman, Bldg. Maintenance Mgr., Greater

September 19, 2024

Prepared by

Date

JN
Joseph N. Davis, Director

September 19, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0684

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

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

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 23ITB138804C-GS, Electrical on Call Maintenance Services Countywide in an amount not to exceed \$375,000.00, with (A) Capital City Electrical Services, LLC (Norcross, GA) in an amount not to exceed \$165,000.00; (B) ALL-N-1 Security Services, Inc. (Atlanta, GA) in an amount not to exceed \$160,000.00; and (C) Electrify Atlanta, LLC (Roswell, GA) in an amount not to exceed \$50,000.00, to provide standby on-site electrical on-call maintenance services on an "as needed" basis for all Fulton County facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

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 or 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 These contracts furnish all materials, labor, tools, equipment, and appurtenances necessary to provide on-site emergency electrical on-call maintenance services on an "as needed" basis for Countywide facilities.

Scope of Work: The Scope of Work also includes but is not limited to:

- General lighting systems
- Distribution subpanels
- Motor starters not part of automated operations
- Receptacles
- Small water heaters
- Problems related to partial power loss in the buildings
- Emergency installation/extension of low and medium voltage power
- Operational problems on small (less than 10 hp) motor, pumps, fountains etc.
- Replacement and installation of lamps
- Trouble shoot the electrical system in County facilities
- Replacement and installation of distribution transformers

Community Impact: Electrical systems that are maintained can prevent accidents caused by issues like failing parts, faulty wiring, or compromised transformers and provide that County facilities are safely powered.

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

These are time and material contracts, and the requested spending authority in the total amount of \$375,000.00 will cover the costs for normal and overtime labor hours, troubleshooting, diagnosing and emergency maintenance repairs, parts/components on variety types of general and electrical lighting systems for FY2025; and this includes the cost to maintain the newly 588,000 total sq. ft. consolidated Central Warehouse at the required based cost @ \$0.70 per sq. ft. for current electrical projects.

Project Implications: This contract required professional licenses, specialty tools and equipment, training, and technicians’ skills to perform on-site electrical on call emergency and maintenance repair services.

Community Issues/Concerns: Keeping County facilities safely powered.

Department Issues/Concerns: If these renewal contracts are not approved, the Department cannot address emergency on-site electrical on-call maintenance and repairs services for County facilities.

Contract Modification

(A) Capital City Electrical Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0199	3/20/24	\$165,000.00
1st Renewal			\$165,000.00

Total Revised Amount			\$330,000.00
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(B) ALL-N-Security Services, Inc.

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0199	3/20/24	\$160,000.00
1st Renewal			\$160,000.00
Total Revised Amount			\$320,000.00

(C) Electrify Atlanta, LLC

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0199	3/20/24	\$50,000.00
1st Renewal			\$50,000.00
Total Revised Amount			\$100,000.00

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

Contract Value: \$375,000.0
(A)
Contract Value: \$165,000.00
Prime Vendor: Capital City Electrical Services, LLC
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$165,000.00 or 100.00%

Total Contract Value: \$165,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

(B)
Contract Value: \$160,000.00
Prime Vendor: All-N-1 Security Services, Inc.
Prime Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$140,800.00 or 88.00%

Subcontractor Vendor: HC Wireless, LLC
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Subcontractor Value: \$19,200.00 or 12.00%

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

(C)

Contract Value: \$50,000.00
Prime Vendor: Electrify Atlanta, LLC
Prime Status: Non-Minority
Location: Roswell, GA
County: Fulton County
Prime Value: \$50,000.00 or 100.00%

Total Contract Value: \$50,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Grand Contract Value: \$375,000.00 or 100.00%
Grand Certified Value: \$160,000.00 or 42.67%

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

- Exhibit 1: Contract Renewal Agreements
- Exhibit 2: Performance Evaluations
- Exhibit 3: Contract Renewal Evaluation Form

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$375,000.00
 Previous Adjustments: \$0.00
 This Request: \$375,000.00
TOTAL: \$750,000.00

Grant Information Summary

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

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5220-1116: General, Real Estate and Asset Management, Building Maintenance- \$275,000
“Subject to availability of funding adopted for FY2025 by BOC”

Funding Line 2:

100-520-5221-1116: General, Real Estate and Asset Management, Building Maintenance- \$100,000
“Subject to availability of funding adopted for FY2025 by BOC”

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: One renewal option remains

Overall Contractor Performance Rating:

Capital City Electrical Services, LLC	79
ALL-N-1 Security Services, Inc.	76
Electrify Atlanta, LLC	CPR Memo

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138804C-GS (A)

BID/RFP# TITLE: Electrical on Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/20/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$165,000.00

COMPANY'S NAME: Capital City Electrical Services, LLC

ADDRESS: 1346 Oakbrook Drive, Suite 170A

CITY: Norcross

STATE: GA

ZIP: 30093

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

**CAPITAL CITY ELECTRICAL SERVICES,
LLC**

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

**Chris Wells
Senior Account Manager**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138804C-GS (B)

BID/RFP# TITLE: Electrical on Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/20/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$160,000.00

COMPANY'S NAME: All-N-1 Security Services, Inc.

ADDRESS: 3915 Cascade Rd., SW Suite 340

CITY: Atlanta

STATE: GA

ZIP: 30331

This Renewal Agreement No. ___ was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

**ALL-N-1 SECURITY SERVICES,
INC.**

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

**Rick Robinson
President**

ATTEST:

ATTEST:

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

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 23ITB138804C-GS (C)

BID/RFP# TITLE: Electrical on Call Maintenance Services Countywide

ORIGINAL APPROVAL DATE: 3/20/2024

RENEWAL EFFECTIVE DATES: 1/ 1/ 2025 **THROUGH** 12/ 31/2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$50,000.00

COMPANY'S NAME: Electrify Atlanta, LLC

ADDRESS: 1290 Ridgefield Drive

CITY: Roswell

STATE: GA

ZIP: 30075

This Renewal Agreement No. ___ was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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

ELECTRIFY ATLANTA, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Patrick Hablas
Partner/Owner

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

Notary Public

County:

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 nd RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E6
Project	Electrical On Call Services Countywide
Project Number	20ITB125775C-CG
Supplier	CAPITAL CITY ELECTRICAL SERVICES, LLC.
Supplier Project Contact	JENNI EASON (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/07/2024 03:41 PM EDT
Completion Date	07/07/2024 03:41 PM EDT
Evaluation Score	79

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
Vendor was used very sparingly in this quarter and was used only for emergency and urgent work. Vendor provided services in compliance with the requirements in contract and ITB documents

TIMELINESS OF PERFORMANCE

17/20

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

Comments
Vendor provided services in time and as scheduled by the Project Manager. There were no delays involved with any task assigned

BUSINESS RELATIONS

14/20

Rating
Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments
Vendor provided very good channel of communication and responded reasonably well to inquiries, requests for updates and requests for quotes.

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
Contractor's Account Manager was always available on phone or text or email to provide response to requests for information. The Account Manager maintained communication even while being on vacation

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Vendor used price quoted in the ITB and Contract for billing. Invoices were submitted immediately after completion of work and the invoices contained no errors

GENERAL COMMENTS

Comments
This vendor is a very good resource for services contracted

Performance Evaluation Details

ID	E6
Project	Electrical On Call Services Countywide
Project Number	20ITB125775C-CG
Supplier	AIIN1Security
Supplier Project Contact	Ronald Mangum (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/07/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/07/2024 03:27 PM EDT
Completion Date	07/07/2024 03:27 PM EDT
Evaluation Score	76

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

14/20

Rating
Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments
The vendor was used sparingly and only for urgent work. Performance of the vendor was in compliance with the contract requirements and had no quality problems

TIMELINESS OF PERFORMANCE

17/20

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

Comments
Vendor completed the work in a timely manner and as scheduled by the County. There were no delays in meeting the deadlines.

BUSINESS RELATIONS

17/20

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

Comments
Vendor provided good and timely response to inquiries and requests for quotes. Vendo's office was responsive to requests for information and updates.

CUSTOMER SATISFACTION

14/20

Rating
Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments
Contractor performed well and there were no complaints from user departments or Project Managers. There were no quality related issues

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Vendor is yet to submit an invoice for the work done in this quarter. However, the quotes submitted were using the pricing documented in the contract.

GENERAL COMMENTS

Comments
Vendor is flexible, patient and knowledgeable.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: August 27, 2024

SUBJECT: Contractor's Performance Report – Electrify Atlanta, LLC- Electrical on Call Maintenance Services Countywide – 23ITB138804C-GS

The Contractor listed below has not been established as a contractor/vendor in BidNet in BidNet due to the new Contract Agreement just been established cause for no evaluation for performance at this time. Once services have been rendered/or project completed during active evaluation (quarterly) period, then a complete performance evaluation will be done by the Department representative (Project Manager).

PROJECT: Electrical on Call Maintenance Services Countywide

PROJECT NO.: 23ITB138804C-GS

CONTRACTOR: Electrify Atlanta, LLC
P. O. Box 2225
Roswell, GA 30077

POC: Brian Hulsey

PHONE: 404-500-7674

EMAIL: admin@electrifyatl.com

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

JD/TD/JA/kf

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

Contract Renewal Evaluation Form

Date:	September 18, 2024
Department:	Real Estate and Asset Management
Contract Number:	23ITB138804C-GS
Contract Title:	Electrical On Call Maintenance Services Countywide

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This service cannot be reduced because we do not have internal or any alternative resources to get this service done. This contract furnishes all materials, labor, tools, equipment and appurtenances necessary to provide on-site and emergency electrical repair services to general lighting systems, distribution subpanels, motor starters, receptacles, small water heaters, and problems related to partial power loss in the buildings. This contract also helps in replacement of lamps in parking lots which require usage of bucket truck and installation/ replacement of distribution transformers for all Fulton County facilities, the latter service require the electrician to be a licensed in the trade. This contract is also used for electrical installation work or renovation work associated with minor construction/renovation of space in County buildings

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

Internet search of pricing for same product or service:

	Date of search:	July 25, 2024
	Price found:	\$ 81 to \$ 89 per hour
	Different features / Conditions:	\$ 76 to \$ 84 per hour
	Percent difference between internet price and renewal price:	50% to 70% per hour

Explanation / Notes:

1. Electrician cost for routine service includes a minimum trip fee, plus additional labor, and parts.
2. Urgent repairs are very costly.
3. This procurement was conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid according to Purchasing Code Selection 102-373, Competitive Sealed Bids.

Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Comparable

Explanation / Notes:

Click here to enter text.

Other (Describe in detail the analysis conducted and the outcome):

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

FY2024 The County allocated expenditures as of 7/31/2024, \$98,073.91
 FY2023 The County spent \$199,739.83
 FY2022 The County spent \$151,534.73
 FY2021 The County spent \$162,625.98
 FY2020 The County spent \$249,820.23

4. Does the renewal option include an adjustment for inflation? Yes No
 (Information can be obtained from CPI index)

Was it part of the initial contract? Yes No

Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

Reviewing quotes received from vendors for this service in the Atlanta Metro Area.

5. **Is this a seasonal item or service?** Yes No

6. **Has an analysis been conducted to determine if this service can be performed in-house?** Yes
 No **If yes, attach the analysis.**

Most of the tasks in this contract require professional licenses, specialty tools, equipment, training and skills to perform electrical on call maintenance and repair services on general lighting systems and distribution subpanels & transformers, etc. This service, therefore, cannot be performed in-house because the DREAM does not have the qualified and experienced technicians necessary to perform this kind of work.

7. **What would be the impact on your department if this contract was not approved?**

If these renewal contracts are not approved, many of our facilities would not receive route/emergency electrical service. This would impact the safety of patrons as well as Fulton county staff members.

Vijay Nair

Vijay Nair, Bldg. Maintenance Mgr., Central
Willie Perryman, Bldg. Maintenance Mgr., Greater

September 18, 2024

Prepared by

Date

JN
Joseph N. Davis, Director

September 19, 2024

Department Head

Date



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0685

Meeting Date: 10/16/2024

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

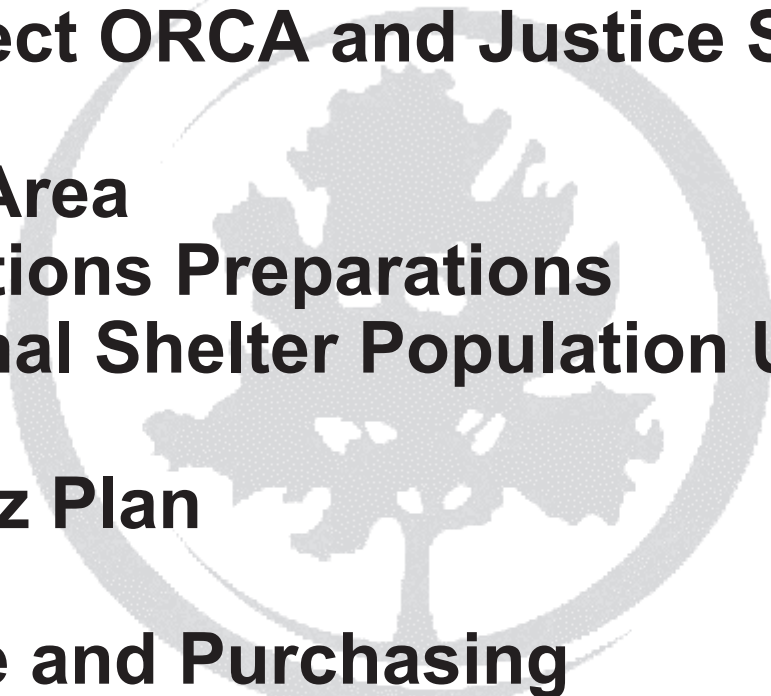


Fulton County Operational Report

October 16, 2024

Board of Commissioners Meeting

AGENDA

- **Justice**
 - **Project ORCA and Justice System**
 - **Focus Area**
 - **Elections Preparations**
 - **Animal Shelter Population Update**
 - **Jail Blitz Plan**
 - **Finance and Purchasing**
- 



Project ORCA & Justice System



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

OCTOBER 16, 2024

AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

PROJECT OVERVIEW

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

CASE ACCUMULATION DEFINED

All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

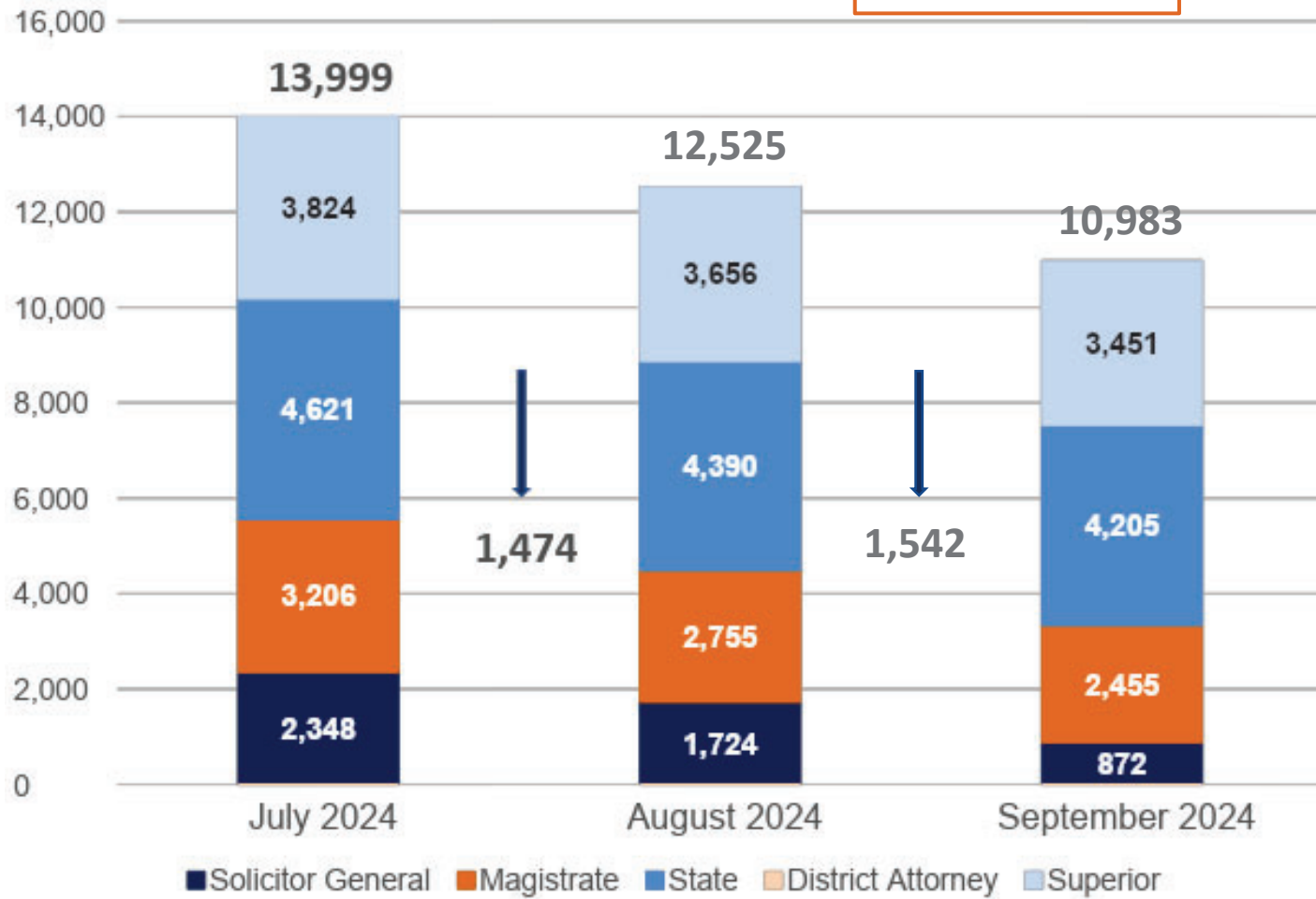
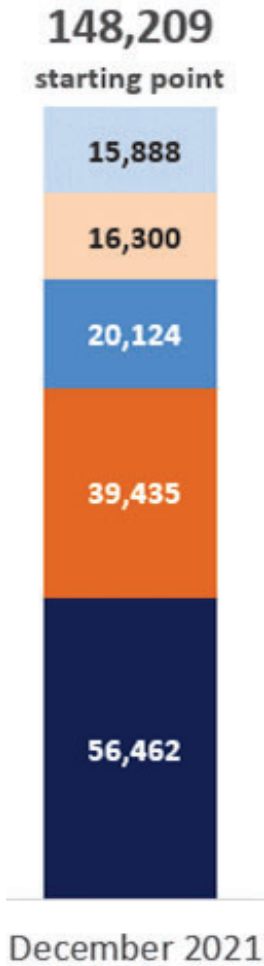
As of **September 30, 2024**, **137,226** cases have been disposed. There are **10,983** pending open and active cases.



PROJECT ORCA CASE REDUCTION DISPOSITIONS BY OFFICE



137,226
cases disposed



PROJECT ORCA CASE REDUCTION CASE DISPOSITION SUMMARY

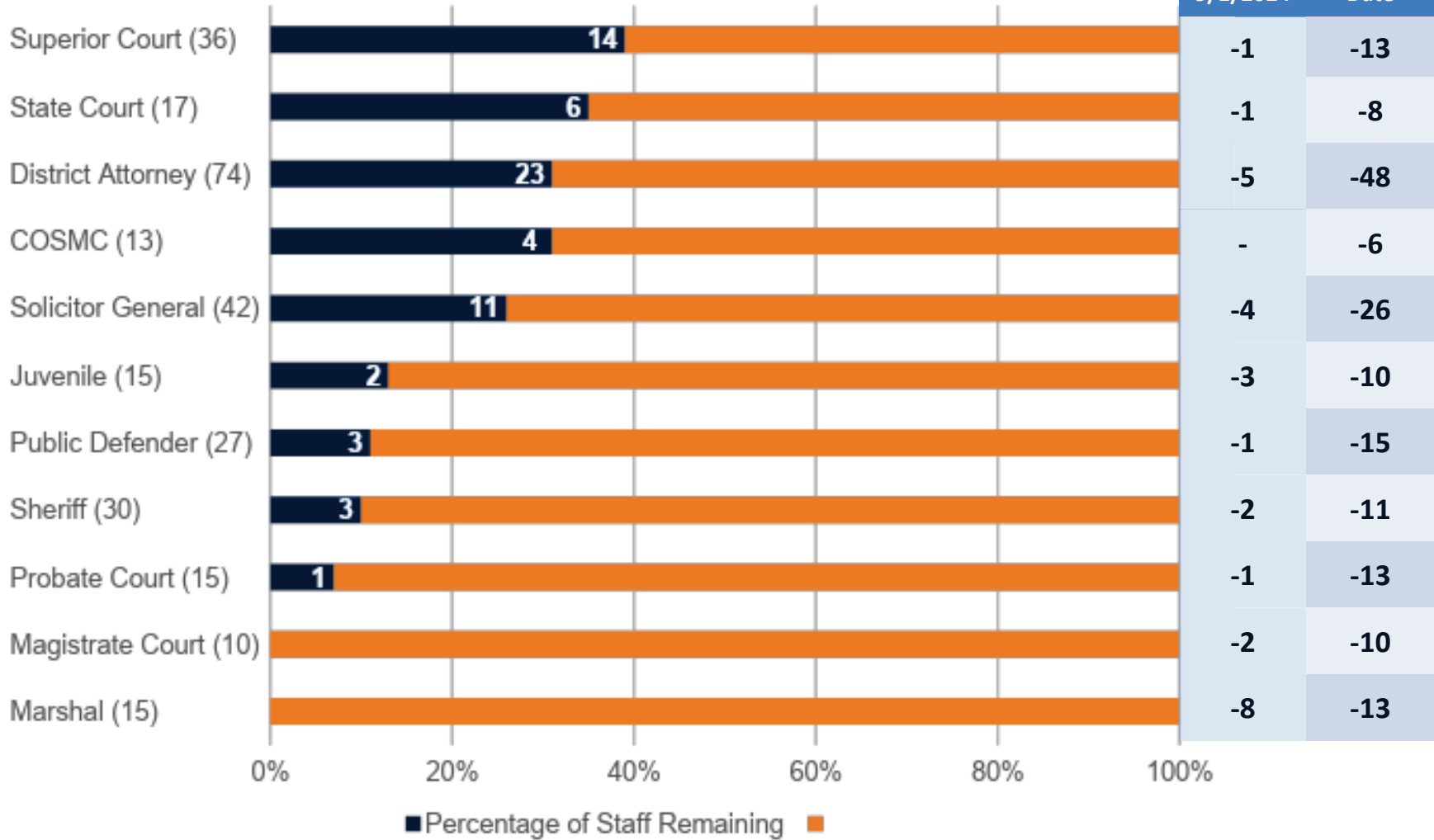


Office	September 2024 (Last full month)			Project To Date (12/6/2021 through 9/30/2024)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	914	205	(709)	17,248	17,020	(228)
District Attorney	0	0	0	16,300	16,300	0
State	1098	185	(913)	21,666	19,188	(2,478)
Solicitor General	431	852	421	50,358	56,278	5,920
Magistrate	689	300	(389)	35,172	36,307	1,135
Overall	3,132	1,542	(1,590)	140,744	145,093	4,349

STAFFING RAMP DOWN PROGRESS BY DEPARTMENT AS OF 9/30/2024



67
Active ORCA Staff





FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

OCTOBER 16, 2024

AGENDA

- 01 ORCA CASE REDUCTION
- 02 **CUMULATIVE CASE REDUCTION**
- 03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION JUSTICE SYSTEM SCORECARD



MEASURE	GOAL	MAY 2023 BASELINE	AUGUST 2024	SEPTEMBER 2024	DELTA <i>(previous month vs. current month)</i>
Average Length of Stay	30 days	71 days	47 days	41 days	6 day decrease
Jail Population Unindicted without other charges	10%	34%	18%	19%	1% increase
Clearance Rate for Felony Criminal Cases	100%	72%	58%	54%	4% decrease
Felony Cases Disposed within 180 Days	90%	25%	29%	29%	-
Felony Cases Disposed within 365 Days	98%	63%	60%	64%	4% increase



FULTON COUNTY GOVERNMENT

Project **ORCA** & Justice System Update

OCTOBER 16, 2024

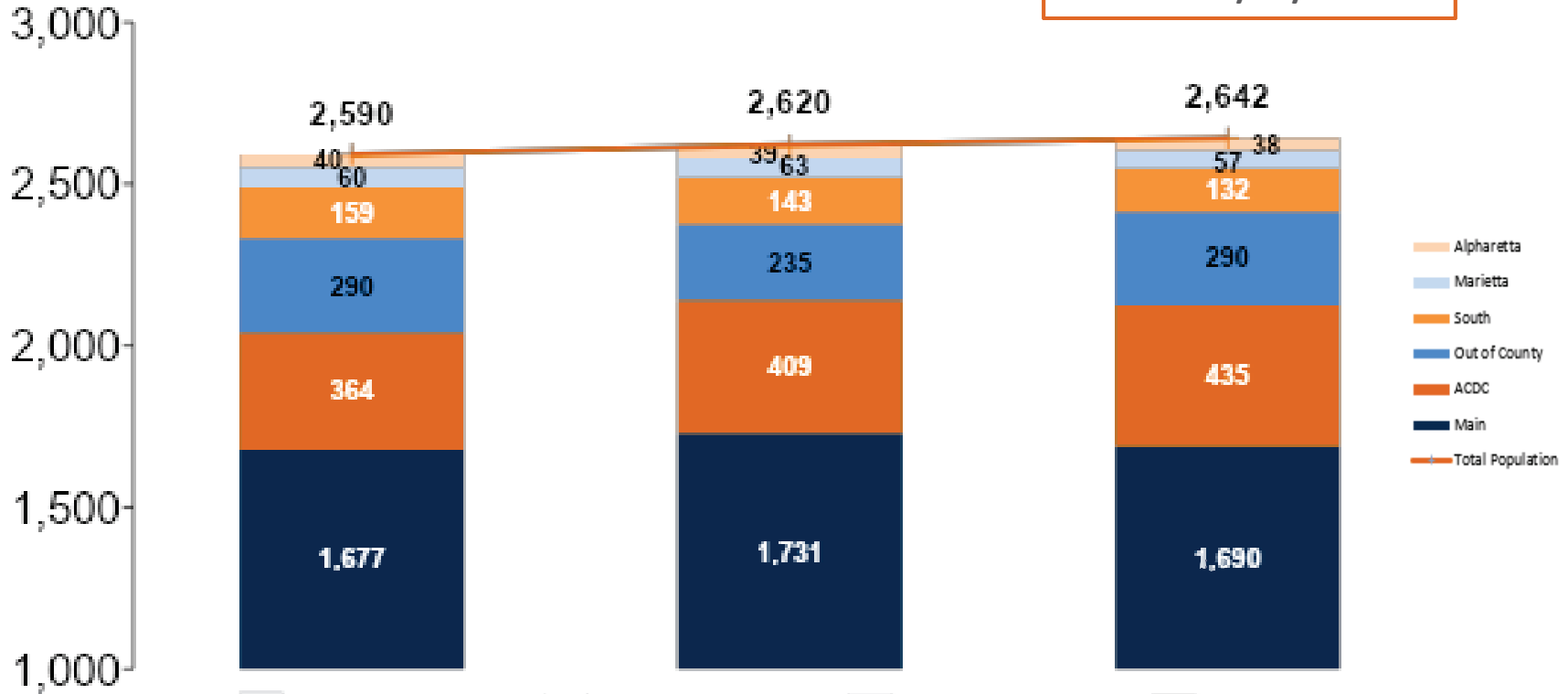
AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 **JAIL POPULATION UPDATE**

AVERAGE MONTHLY POPULATION



2,651
 as of 10/10/2024



	Jul	Aug	Sep
Book In	456	441	468
Book Out	457	441	449
Net	1	(0)	(19)

AVERAGE MONTHLY JAIL POPULATION

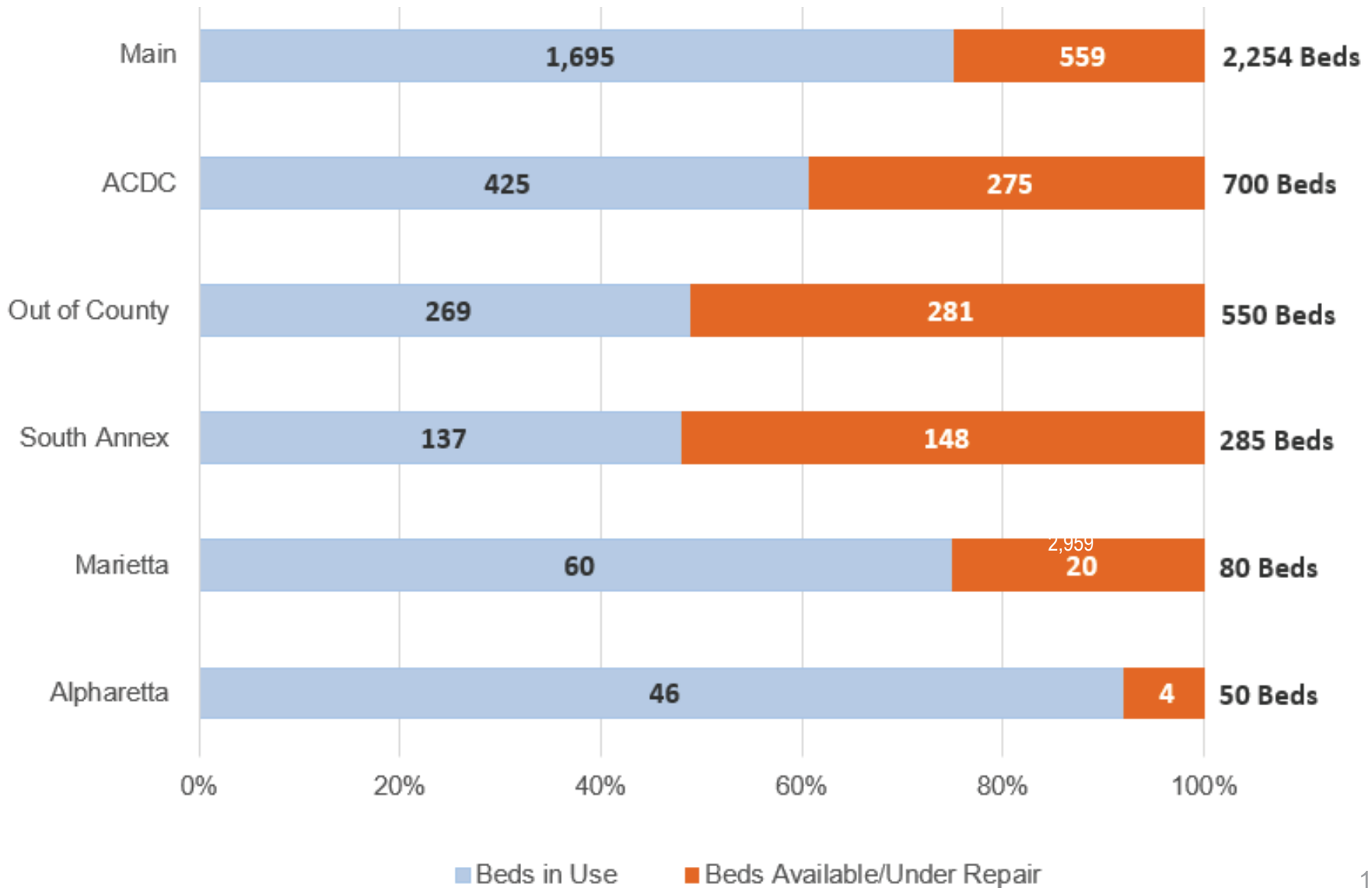
POPULATION BY FACILITY



	JULY	AUGUST	SEPTEMBER	10/10/2024
Main	1,677	1,731	1,690	1,657
ACDC	364	409	435	439
Out of County	290	235	290	299
South Annex	159	143	132	156
Marietta	60	63	57	59
Alpharetta	40	39	38	41
TOTAL	2,590	2,620	2,642	2,651

JAIL POPULATION FACILITY UTILIZATION

AS OF 10/1/2024

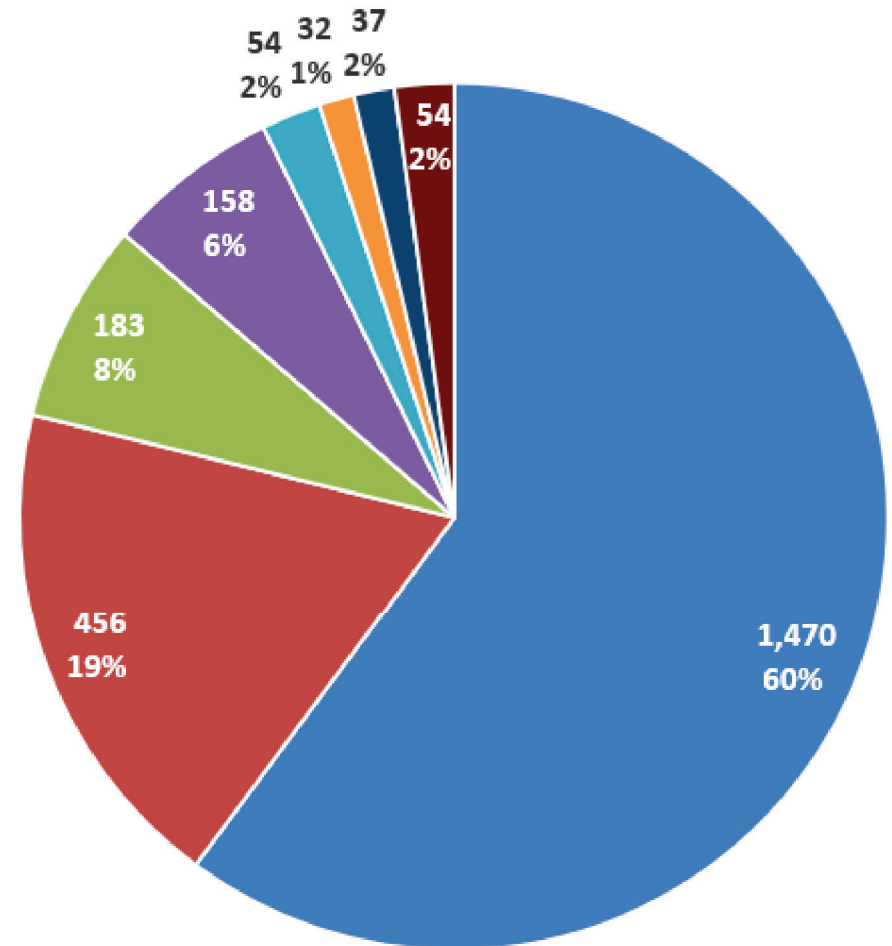


JAIL POPULATION

FULL INMATE ANALYSIS AS OF 9/30/2024



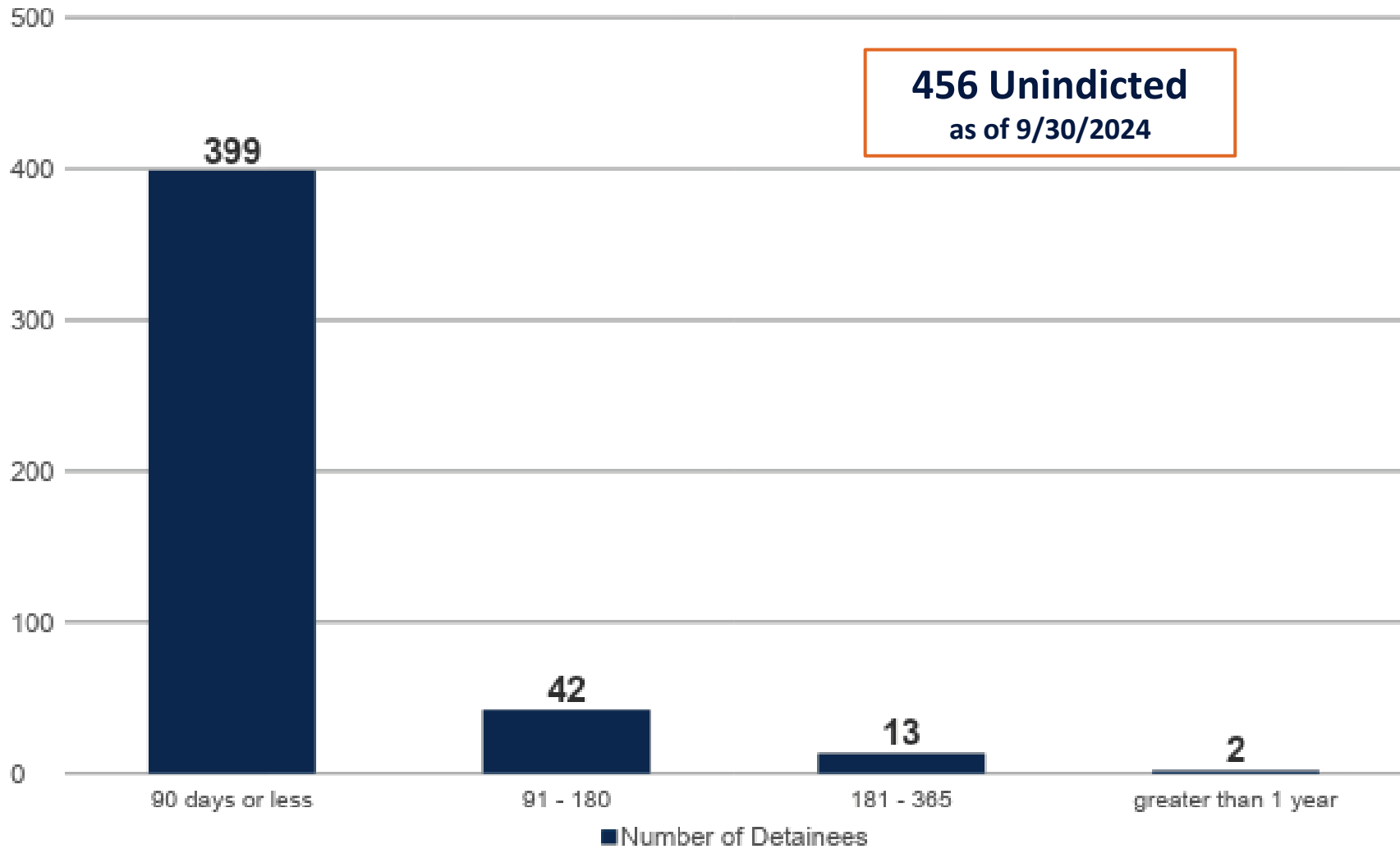
Status	Number of Inmates	
Unindicted	456	19%
Unindicted w/ Hold	183	8%
Unindicted w/ Indicted Case	54	2%
Indicted (DA)	1,470	60%
Accused (SG)	158	6%
Serving Sentence/CPO	54	2%
Hold Only (SBPP/Foreign)	37	2%
Awaiting Pickup/Transport/Extradition	32	1%
TOTAL	2,444	100%



- Indicted and/or FTA/PV only
- Unindicted
- Unindicted w/ Hold (FTA/PV/SBPP/Foreign)
- State
- Unindicted w/ Indicted Case
- Awaiting Pickup/Transport/Extradition
- Hold Only (SBPP/Foreign)
- Serving Sentence/CPO

UNINDICTED JAIL POPULATION

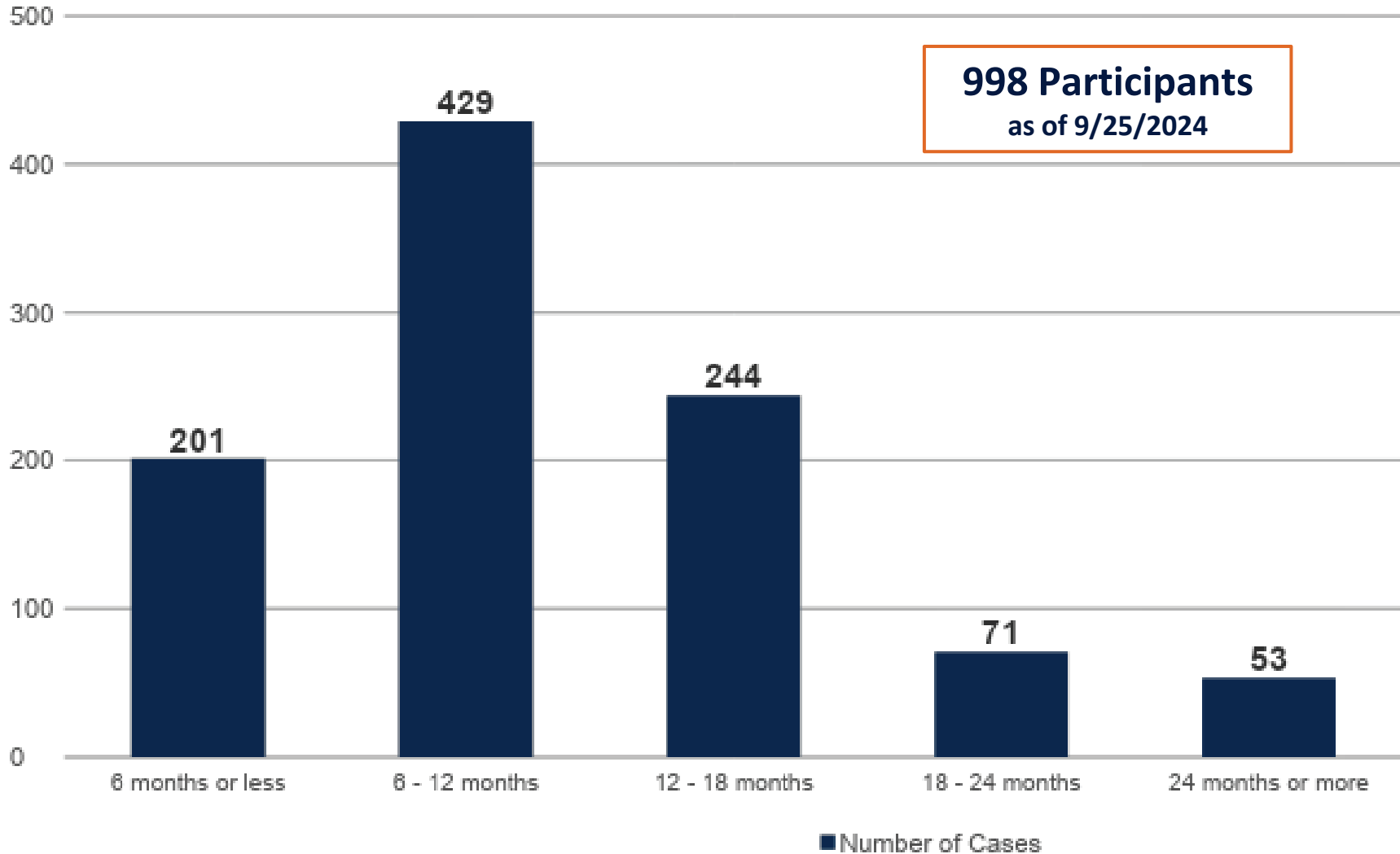
DAYS IN JAIL AS OF 9/30/2024



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appear and foreign and/or other agency holds), 325

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR AS OF 9/25/2024



PRIORITIES



- ✓ Implement multi-agency jail population reduction initiatives
- ✓ Develop post-ORCA reporting framework and measures
- ✓ Implement 2024 ORCA ramp down plan
 - Monitor ORCA funding and staff reduction plan
 - Continue ORCA & justice system tracking and reporting
 - Shift primary discussion of performance to Justice Partners



QUESTIONS



Elections Preparations



Department of Registration & Elections

**November 5, 2024
General Election Preparation**



Election Preparation

In preparation for the November 5, 2024, General Election, the divisions within the Department of Registration & Elections are working collaboratively to ensure a smooth and efficient election process for the voters we serve.

This presentation provides a brief overview of the key steps leading up to Election Day tabulation.



Administration Voter Education

Finance & Administration Divisions – is responsible for preparing and monitoring the budget, processing invoices daily, handling procurement tasks, managing payroll, and overseeing purchasing card transactions, among other key responsibilities.

Voter Education & Outreach

Our Voter Education & Outreach Division worked diligently to ensure voters across the county were well-informed about the voting process, polling locations, and voter registration details by attending and conducting numerous events.

Estimated Events for 2024: 915+

Additionally, this year we launched the **Elections Academy**, a series of educational sessions aimed at providing voters with essential information about the election process, combating misinformation, and offering guided tours of the Elections Hub. Sessions were held July through September of 2024, with plans to reconvene in February 2025.

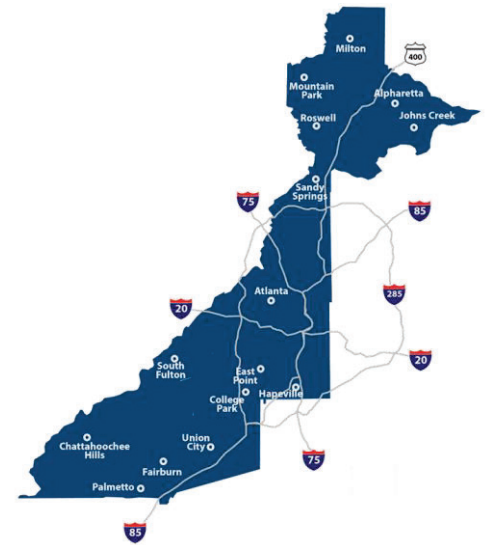


Voter Registration

Registered Voters: **891,800+**
Active Voters: **741,300+**

November 5th General Election Voter Registration Deadline:
October 7th

In the lead-up to the November 5th election, the Registration Division experienced an unprecedented surge in voter registrations. The team efficiently processed applications, mailed notifications, and conducted daily maintenance of voter rolls through the Secretary of State's Georgia Registration & Voter Information System (GARVIS). Additionally, they provided in-person assistance to **over 4,600** voters at our four Registration Offices.



2024 New Voter Registrations Processed: **67,200+**



Elections Supplies & Logistics

Our Elections Division and Supplies & Logistics Division collaborated to conduct site visits for evaluating and reserving polling locations for Advance Voting and Election Day. Their tasks also include ballot proofing, ordering signage and supplies, equipment delivery and retrieval, as well as preparing and packing necessary materials.

POLLING LOCATIONS:

Advance Voting October 15th to November 1st

37 Locations - 3Week Duration

Advance Voting Outreach 2 days per location

4 Senior Centers 3 College Campuses

Election Day November 5th

177 Locations



Absentee by Mail

Our Absentee Division has been working diligently to prepare absentee-by-mail ballots. This includes processing absentee ballot applications, coordinating with our mail-out vendor, and preparing daily data for absentee-by-mail website posting. The Absentee Division also processes Provisional Ballots from Advance Voting and Election Day.

❖ Absentee By Mail Applications Accepted To Date:	27,200+
❖ Deadline for Voters to Submit Absentee Ballot Applications:	October 25 th
❖ Uniformed & Overseas Citizens (UOCAVA) Ballots Mailed/Transmitted:	2,900+
❖ Early processing of absentee ballots to commence:	October 28 th
❖ Tabulation of Verified & Accepted Ballots Received by Nov 4 th	8pm on Election Day
❖ Deadline for Provisional Voters To Cure Their Ballot	November 8 th at 5pm



Information Systems

Voting Equipment

The Information Systems Division conducted Logic & Accuracy Testing (L&A) of voting equipment to ensure all voting units are properly prepared for the upcoming election. With high voter turnout expected, careful calculations were made to allocate the necessary equipment.

	ADVANCE VOTING	ELECTION DAY
Poll Pads	195	817
Poll Pad Printers	195	0
BMD - Touchscreen	668	3068
BMD Printers	668	3068
Scanners	146	312



Training

Advance Voting & Election

To ensure Advance Voting and Election Day locations are prepared to accommodate the anticipated a high voter turnout, the Advance Voting Division and the Election Day Division are training **over 2,200** poll workers to conduct the election.

In addition, the Election Day Division has recruited and trained Attorney Volunteers as provisional clerks and Fulton County Library and Senior Center Staff as additional reserves.

We thank all poll workers, volunteer attorneys, Fulton County Police, the temporary staffing agencies, Fulton County Libraries, and Fulton County Senior Centers in advance for their hard work and support.

Poll Workers Stationed At Polling Locations

Advance Voting	400+
Election Day	1,800+



Election Night Results

Absentee By Mail

Absentee Ballot scanning will begin at 1pm. The first upload of Absentee Ballots will be completed by 8pm, as required. Additional uploads will be completed, as ballots submitted by 7pm, arrive and are processed from the postal mail and Election Offices.

Advance Voting In Person

Advance Voting In Person results tape verification will begin at 2pm in an effort to post results by 8pm.

Election Day Polling Location

All polling locations close at 7pm on Election Night. Memory Cards will be transported from Election Night Check-In locations, by Fulton County Police Escort, to the Elections Hub. Memory Cards will be uploaded upon arrival.

Election Certification

Provisional Ballots, verified after the 5pm November 8th deadline, and reconciliation of results from Absentee By Mail, Advance Voting, and Election Day, will be completed before the Election Certification Meeting, of the Fulton County Board of Registration & Elections, scheduled on November 12th.



2025 Elections Public Service Commission

Fulton County will be required to conduct a countywide 2025 Public Service Commission (PSC) Election

Municipalities still have the option to conduct their own 2025 Municipal Elections.

The 2025 Budget has been drafted and submitted to the Fulton County CFO and Fulton County Board of Registration & Elections for review.

Municipalities will be forwarded a memorandum advising:

- Tentative 2025 Election Dates
- June and November 2025 Municipal Elections conducted by Fulton County, held in conjunction with PSC Election, will be at no cost to Municipalities
- If no PSC Runoff Elections are required, estimated prorated cost are included for Fulton County conducted 2025 Runoff Elections.

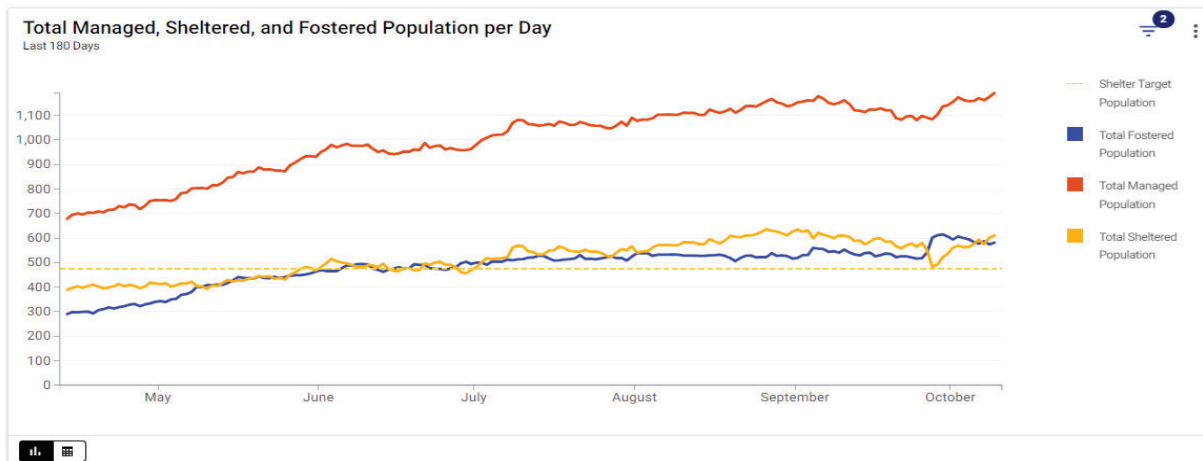
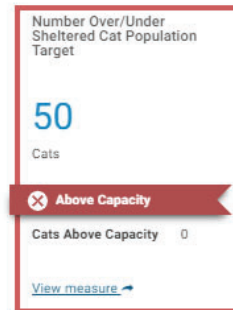
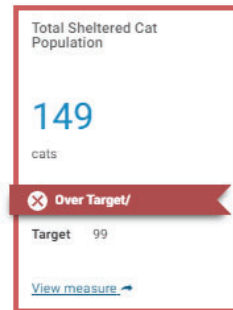
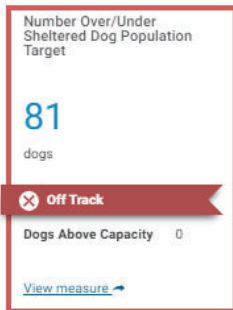
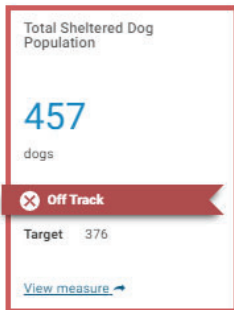
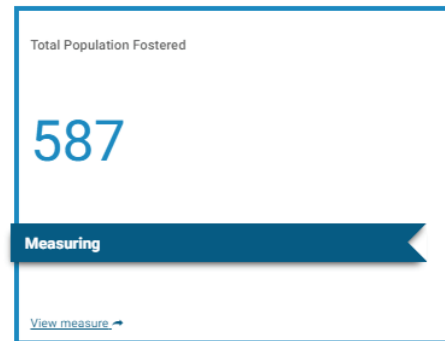
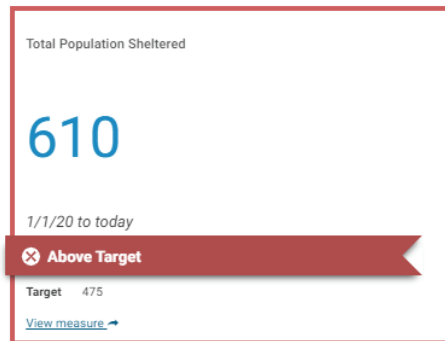


QUESTIONS



Animal Services

Animal Shelter Population *(as of 10/10/2024)*



Action Steps Implemented:

- Reduced intake hours have been implemented at this time
- Increase in marketing and outreach focused on adoptions and fostering have started
- The weekly meetings between Lifeline and the management team are continuing
- Review of the dashboards of the daily population at the shelter has been completed, and additional items are added as needed
- Development of a procedures have been completed that provide guidance on actions steps to be taken based on the population size



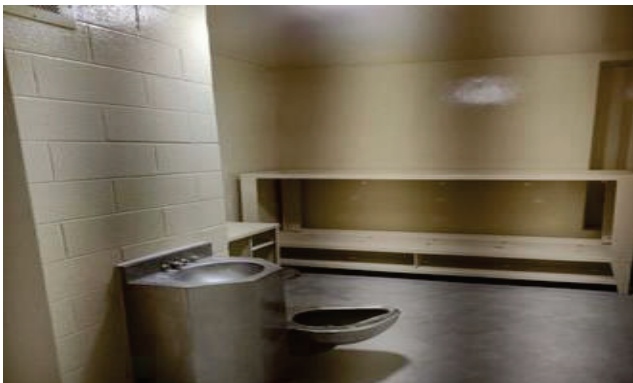


QUESTIONS



Jail Blitz Plan

Jail Maintenance Blitz



- **Overall Blitz Project Update**
 - 6 housing units completed or 55%
 - 726 of 1122 non-medical cells have been rehabbed
 - 7th Blitz Unit (5 South) began on 8/22 and is 95% complete
- **Project Progress**
 - 9 of 11 Jail Units will be completed by end of year
 - Overall completion by Jan/Feb 2025
- **Non-Blitz work orders (Aug. 2024)**
 - Corrective Maintenance:
769 completed of **1214** submitted = **63.3%**
 - Preventive Maintenance:
194 completed of **366** scheduled = **53%**

Jail Maintenance and Repairs

- **710 beds currently unavailable @ Rice St.**
 - Ongoing jail blitz on 5 South and 7 North (*405 beds*)
 - 1 North unoccupied due to radio communications issues (*204 beds*)
 - 2 zones on 7 south & 1 zone on 6 North (*101 beds*)
- **Unused Beds Systemwide**
 - Rice St: 90% of unused cells due to blitz project or other long-term repairs - 10% held for inmate classification
 - Out of County: Empty space is due to inmate classification acceptance
 - ACDC & South Annex: Empty cells due to staffing availability



Immediate Repairs Update

- **BOC approved \$3.2M at 8/21 BOC meeting for several critical repairs/upgrades**
- **DREAM will present items for BOC approval beginning with the Fire Alarm Upgrade**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	\$723,865	Approved by BOC. Currently in contract execution
Padded Cells @ South Annex	\$260,000	Preparing contract amendment for 11/6 BOC agenda
Kitchen Equipment Replacement	\$212,302	Cooperative purchasing proposal being developed for 11/6 BOC agenda
Laundry Equipment Replacement	\$346,657	Statewide Contract proposal being developed for 11/6 BOC agenda
Elevator Modernization	\$1,652,000	Pending execution of emergency contract with elevator consultant for assessment.
TOTAL	\$3,194,824	



QUESTIONS



Finance and Purchasing



COVID 19 Reserve & ARPA Spend Update

ARPA Reporting

American Rescue Plan Report as of 09/30/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Behavioral Health Crisis Center	16.3	Yes	Yes	1.5	14.8	0.0		Active
Developmental Disabilities Training Center	5.1	Yes	Yes	3.7	-	1.4	Pending remaining contract approval to BOC	Active
Health Infrastructure Project Contingency (BHCC, DDTCC, etc.)	-	Yes				-	*Proposed use of interest earnings -2.8 million to refund contingency that was reallocated to ORCA. Funding is needed due to construction/inflationary increases/Developmental Disabilities Training Center	Active
Infrastructure Modernization (141 Pryor)	29.0	Yes	Yes-28.3	28.3	0.2	0.5	.5 Unencumbered is for project management; contract approval pending	Active
Court Backlog Project - ORCA	80.9	Yes	Yes	1.0	76.6	3.3	No funding for employees and contractors after 12/31; Jail related costs unallowable	Active
General Administration	0.6	Yes	Yes	0.1	0.5	(0.0)		Active
Fulton Fresh 2024	0.3	Yes	Yes-.3	-	0.1	0.1	Pay as you go program; Unencumbered amount will be spent (groceries, etc.)	Active
Living Assistance	0.5	Yes	Yes	0.5	-	-		Active
Summer Youth Training Program 2024	0.5	Yes	Yes	0.0	0.5	0.0		Active
Safety Net Services - Community Services Programs	7.8	Yes	Yes-7.7	0.2	7.5	-	\$225k will be awarded from this amount per BOC direction	Active
Tiny Homes	1.0	Yes	Yes-.3	0.2	0.1	0.7	Plan is for balance to be awarded to Microlife as a subrecipient	Active
Vaccine and Testing	2.8	Yes	FEMA Recon	1.6	1.1	0.2	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
IT Virtual Support - External Website	0.4	Yes	Yes-.4	0.1	0.2	-		Active
IT Virtual Support -Cloud Based ERP	11.3	Yes	Yes	9.5	0.7	1.0	Unencumbered balance represents project contingency-pending change order	Active
Vaccine and Testing - FEMA 10%	0.4	Yes		0.1	0.3	(0.0)	Held as a reserve due to FEMA unallowable costs; current reconciliation concluding and amounts will be charged to ARPA	Active
Emergency Rental Assistance Administrative Costs	8.8	Yes	Yes	-	8.8	-		Completed
Child Care	0.4	Yes	Yes	-	0.4	0.0		Completed
Day Porters / Cleaning	1.6	Yes	Yes	-	1.6	0.0		Completed
Emergency Rental Assistance	4.0	Yes	Yes	-	4.0	-		Completed
Food Insecurity	4.1	Yes	Yes	-	4.1	(0.0)		Completed
Fulton Fresh 2022	0.3	Yes	Yes	-	0.3	-		Completed
Fulton Fresh 2023	0.2	Yes	Yes	-	0.2	-		Com
Grady Hospital	11.0	Yes	Yes	-	11.0	-		Completed

ARPA Reporting

American Rescue Plan Report as of 09/30/2024

Project/Initiative	Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference	Comment	Active or Completed
Employees Covid Healthcare	4.0	Yes	N/A	-	4.0	(0.0)		Completed
Pandemic Proof County Facilities	0.5	Yes	Yes		0.5	0.0		Completed
Air Handling Units - County Buildings	1.3	Yes	Yes		1.3	-		Completed
Vaccine Incentive Program	0.5	Yes	Yes	-	0.5	0.0		Completed
Job Training	0.7	Yes	Yes	-	0.7	0.0		Completed
Lifeline Animal Control	0.5	Yes	Yes	-	0.5	-		Completed
Long Term Revolving Loan Program	3.9	Yes	Yes	-	3.9	-		Completed
Medical Examiner-Forensic Pathology/Transport	0.8	Yes	Yes		0.8	-		Completed
COVID Marketing and Outreach	0.3	Yes	Yes		0.3	-		Completed
Project Care	0.6	Yes	Yes		0.6	0.0		Completed
PPE- County Employees	1.6	Yes	Yes	-	1.6	0.0		Completed
Premium Pay for Employees	3.4	Yes	Yes	-	3.4	0.0		Completed
Summer Youth Training Program 2022	0.5	Yes	Yes	-	0.5	-		Completed
IT Virtual Support -Broadband/Communications (Zoom/DocuSign)	0.7	Yes	Yes	-	0.7	-		Completed
Infrastructure Modernization (Tax Assessor Relocation)	-	No	No	-	-	-	Previously proposed use of interest earnings	Proposed
Medical Debt Extinguishment Program	-	No	No	-	-	-		Proposed
Federally Qualified Health Center Assistance	-	No	No	-	-	-		Proposed
Diversion Center	-			-	-	-		

206.2			46.8	152.2	7.3
Budget Amount	Approved by the BOC	Contracted (Y/N)	Encumbrance	Expenditure	Difference

ARPA Interest Revenue Received	
As of September 30, 2024	
\$10,422,515.79	353



QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2023 vs 2024 - September

Department		2023			2024			(C/D)-(A/B)	% Change
		A	B	A/B	C	D	C/D		
		YTD 2023 Exp	2023-Budget	%	YTD 2024 Exp	2024 Budget	%		
Arts & Culture	181	\$ 3,119,933	\$ 9,685,272	32%	\$ 3,292,052	\$ 7,831,578	42%	10%	
Behavioral Health	755	\$ 8,005,727	\$ 18,465,916	43%	\$ 8,230,873	\$ 18,607,401	44%	1%	
Board of Health	750	\$ 8,219,472	\$ 11,150,587	74%	\$ 8,127,202	\$ 11,150,587	73%	-1%	
Child Attorney	237	\$ 2,793,162	\$ 3,680,718	76%	\$ 2,796,132	\$ 3,736,104	75%	-1%	
Commission Districts	101	2,549,149	4,477,947	57%	\$ 2,706,042	\$ 4,245,631	64%	7%	
Community Development	121	5,923,415	14,654,332	40%	\$ 5,070,970	\$ 11,306,990	45%	4%	
County Attorney	235	3,734,996	5,069,994	74%	\$ 3,802,496	\$ 5,069,994	75%	1%	
County Comm Clerk	110	750,307	1,323,704	57%	\$ 998,009	\$ 1,354,894	74%	17%	
County Manager	118	2,531,751	3,827,658	66%	\$ 2,544,428	\$ 4,058,114	63%	-3%	
County Marshal	419	5,003,119	7,425,060	67%	\$ 5,085,914	\$ 7,769,055	65%	-2%	
District Attorney	480	25,776,308	41,643,241	62%	\$ 25,541,016	\$ 36,646,261	70%	8%	
Diversity and Civil Rights	186	759,771	1,514,230	50%	\$ 1,069,498	\$ 1,677,587	64%	14%	
DREAM	520	27,360,951	39,514,605	69%	\$ 28,532,201	\$ 41,474,580	69%	0%	
Economic Development	120	575,369	871,850	66%	\$ 866,984	\$ 1,410,872	61%	-5%	
Emergency Management	335	3,349,558	5,664,486	59%	\$ 904,413	\$ 1,561,655	58%	-1%	
Emergency Services	333	2,555,356	3,516,628	73%	\$ 2,528,597	\$ 3,418,235	74%	1%	
External Affairs	130	1,908,082	2,926,775	65%	\$ 1,865,255	\$ 2,821,515	66%	1%	
Family & Children's Services	620	528,048	1,684,840	31%	\$ 864,638	\$ 1,684,840	51%	20%	
Finance	210	4,824,229	7,706,489	63%	\$ 4,686,116	\$ 7,916,858	59%	-3%	
Grady Hospital	730	37,133,564	49,813,841	75%	\$ 37,924,584	\$ 50,601,313	75%	0%	
HIV Elimination	270	80,187	190,432	42%	\$ 77,641	\$ 139,459	56%	14%	
Human Resources	215	3,849,222	5,832,639	66%	\$ 4,081,927	\$ 6,340,229	64%	-2%	
Information Technology	220	22,193,919	35,149,309	63%	\$ 27,298,162	\$ 38,309,838	71%	8%	
Juvenile Court	405	11,413,235	16,927,218	67%	\$ 11,379,530	\$ 16,845,058	68%	0%	
Library	650	19,581,173	30,496,143	64%	\$ 21,182,061	\$ 30,554,505	69%	5%	
Magistrate Court	422	3,678,942	4,978,110	74%	\$ 3,238,104	\$ 4,645,677	70%	-4%	
Medical Examiner	340	4,256,097	6,457,310	66%	\$ 4,331,762	\$ 6,608,673	66%	0%	
Non-Agency	999	101,058,361	209,909,472	48%	\$ 104,313,333	\$ 234,470,617	44%	-4%	
Office of the County Auditor	119	971,559	1,410,358	69%	\$ 996,182	\$ 1,410,358	71%	2%	
Police	320	7,491,609	11,435,513	66%	\$ 8,485,415	\$ 12,975,507	65%	0%	
Probate Court	410	3,023,081	6,318,377	48%	\$ 3,842,259	\$ 5,683,601	68%	20%	
Public Defender	490	17,861,533	25,377,575	70%	\$ 19,646,813	\$ 26,410,527	74%	4%	
Public Works	540	375,000	500,000	75%	\$ 375,000	\$ 500,000	75%	0%	
Purchasing	230	3,217,307	4,959,943	65%	\$ 3,063,948	\$ 4,871,926	63%	-2%	
Regis & Elect	265	5,204,865	8,553,165	61%	\$ 20,438,219	\$ 39,181,842	52%	-9%	
Senior Services	183	18,344,266	27,669,727	66%	\$ 18,120,893	\$ 28,408,575	64%	-3%	
Sheriff	330	101,847,054	142,706,567	71%	\$ 110,848,955	\$ 146,384,724	76%	4%	
State Court-All Judges	421	4,637,227	6,893,734	67%	\$ 4,667,614	\$ 6,900,659	68%	0%	
State Court-General	420	5,383,698	8,809,769	61%	\$ 5,987,943	\$ 8,700,422	69%	8%	
State Court-Solicitor	400	7,730,289	12,516,397	62%	\$ 8,691,037	\$ 13,040,495	67%	5%	
Superior Court-All judges	451	6,921,737	9,720,397	71%	\$ 7,225,856	\$ 9,824,079	74%	2%	
Superior Court-Clerk	470	14,695,905	21,820,092	67%	\$ 16,026,630	\$ 21,942,346	73%	6%	
Superior Court-General	450	15,725,718	23,398,655	67%	\$ 17,252,933	\$ 24,420,117	71%	3%	
Tax Assessor	240	12,881,328	22,146,677	58%	\$ 13,131,368	\$ 21,943,164	60%	2%	
Tax Commissioner	245	13,456,001	18,747,272	72%	\$ 13,516,032	\$ 19,253,694	70%	-2%	
Grand Total		\$ 553,281,583	\$ 897,543,024	62%	\$ 595,657,034	\$ 954,110,157	62%	0.8%	

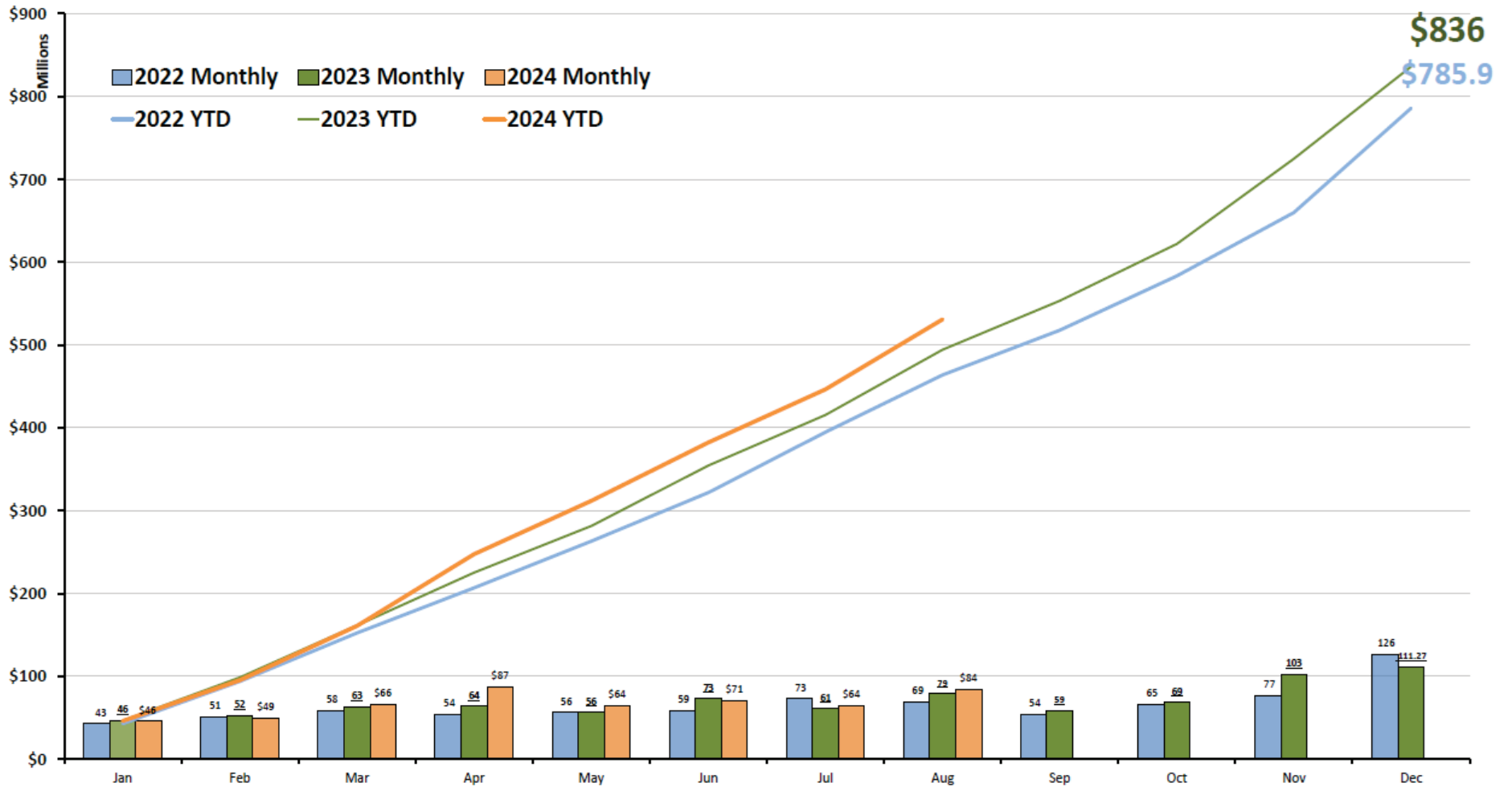
C/D Color Legend

75% of the Year (Sep)



Monthly Financial Report

Monthly and Cumulative Expenditures for the General Fund 2022 2023 and 2024



357.8

Monthly Financial Report

Personnel Vacancy Analysis 2024 -September - Full Time Permanent Positions

Personnel Count and Vacancies / Full Time Permanent													
2024													
Department	FY24 YTD Expense	FY24 Budget	Perm. Pos.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Avg. Vac. TD
Commission Districts	2,548,911	3,424,031	25				3	3	3	6	6	6	18%
County Comm Clerk	781,421	1,005,135	9				0	0	0	0	0	0	0%
County Manager	2,407,445	3,446,556	21				3	3	2	2	2	1	10%
County Auditor	953,445	1,270,191	8				0	0	0	0	0	0	0%
Community Development	2,004,064	2,649,584	25				4	4	4	4	4	2	15%
External Affairs	1,554,382	2,202,277	20				0	0	1	1	2	3	6%
Arts & Culture	2,145,679	2,917,668	29				2	2	2	2	1	1	6%
Senior Services	6,733,173	9,767,274	111				11	12	10	5	7	7	8%
Diversity and Civil Rights	895,877	1,344,583	11				1	0	1	1	3	2	12%
Finance	4,487,803	6,544,355	60				14	15	14	12	11	6	20%
Human Resources	3,688,121	5,160,176	44				6	6	4	3	4	4	10%
IT	11,934,963	16,675,404	123				20	21	23	22	21	21	17%
Purchasing	2,816,445	4,124,867	38				6	6	6	6	4	5	14%
Child Attorney	2,714,466	3,559,153	23				0	0	0	0	0	0	0%
Tax Assessor	11,278,021	16,329,686	190				26	23	22	23	23	20	12%
Tax Commissioner	11,593,194	15,650,398	190				10	10	8	5	7	9	4%
Regis & Elect	4,412,239	6,834,013	40				6	5	4	4	4	2	10%
HIV Elimination	76,087	131,459	1				0	0	0	0	0	0	0%
Police	4,214,378	6,577,947	70				14	14	15	14	15	13	20%
Sheriff	68,756,532	91,981,383	960				140	144	136	129	133	126	14%
Emergency Services	1,136,946	1,557,380	15				2	0	0	1	1	1	6%
Emergency Management	755,767	1,244,145	9				2	2	2	2	2	0	19%
Medical Examiner	3,944,769	5,352,333	44				3	2	2	2	2	3	5%
State Court-Solicitor	8,159,197	11,907,941	104				9	12	9	9	13	11	10%
Juvenile Court	10,165,146	14,908,076	159				20	18	21	15	23	20	12%
Probate Court	3,445,001	4,860,253	52				6	5	3	5	2	1	7%
County Marshal	4,600,730	6,899,358	72				10	9	7	10	11	8	13%
State Court-General	5,055,389	6,970,954	68				5	6	6	6	5	5	8%
State Court-All Judges	4,578,756	6,560,122	40				2	3	3	3	3	3	7%
Magistrate Court	3,085,516	4,063,146	21				6	4	1	1	2	0	11%
Superior Court-General	13,928,161	18,931,107	196				17	14	16	17	15	15	8%
Superior Court-All Judges	6,942,313	9,180,457	80				1	1	0	1	1	0	1%
Superior Court-Clerk	14,147,447	18,747,019	207				20	15	16	18	21	19	9%
District Attorney	23,146,851	31,067,165	267				20	15	20	17	10	22	6%
Public Defender	17,780,811	24,041,715	162				8	1	1	1	2	4	2%
DREAM	10,070,525	15,181,154	174				33	32	32	26	28	28	17%
Library	16,874,282	24,125,590	300				35	34	36	37	31	34	12%
Behavioral Health	2,201,279	3,965,539	55				20	21	18	21	20	19	36%
Non-Agency	47,679,883	65,775,022	0				0	0	0	0	0	0	#DIV/0!
Economic Development	573,695	796,834	6				1	1	1	1	0	0	11%
Grand Total	\$ 344,269,110	\$ 477,731,450	4029				486	463	449	432	439	421	11%



*Vacant positions in the County's HR system as of 10/07/2024. Does not include an internal department reconciliation of positions which may include active job offers, FMLA, military leave and other off-payroll positions.



QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 9/13/2024 – 10/7/2024				
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Amount
9/13/2024	Emergency procurement to conduct a comprehensive condition assessment of the elevators at the Main Jail in order to address multiple failures of the housing and visitation elevators.	DREAM	Lerch Bates, Inc.	\$52,000.00
10/7/2024	Emergency procurement for the emergency maintenance repairs to the cell door release system as a result of failure of multiple detention sliding doors and emergency locking release mechanisms at the Main Jail.	DREAM	<u>Willo</u> Products, Inc.	\$215,010.00

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	AMOUNT
9/28/2024	IntelliGenetics, LLC	DNA Services	Medical Examiner's Office	\$9,780.00
9/28/2024	M&E Construction Company, LLC	Commercial Meter Interface Change Out Program	Public Works	\$95,000.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0686

Meeting Date: 10/16/2024

Department

Finance

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

Presentation, review, and approval of October 16, 2024, Budget Soundings and Resolution.

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

Summary & Background

The October 16, 2024 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2024 Annual Hardware and Software Maintenance and Support list - (PAGE 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Sheriff requests to increase spending authority with the vendor PowerDMS, Inc. (CELEA Certification) for \$20,431 for FY2024 AML item #311. The change is due to an addition of licenses (volume). No additional funding is requested for the change.

The Office of the Child Attorney requests to increase spending authority with vendor Lexis Nexis (Accurint) and Lexis Nexis for \$3,200 for FY2024 AML item #226 and \$2,000 for FY2024 AML item #227. The change for #226 is due to additional usage/monthly fees and for #227 to pay the remainder of 2024 invoices. No additional funding is requested for the change.

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	PowerDMS, Inc.	CELEA Certification	Software/System Maintenance	Sheriff	\$20,000	\$20,431	Sheriff	Increase spending authority by \$20,431. No additional funding requested
Software	Lexis Nexis	Lexis Nexis	Access to Legal/Judicial Database (Accurint)	Child Attorney	\$2,600	\$3,200	Child Attorney	Increase spending authority by \$3,200. No additional funding requested
Software	Lexis Nexis	Lexis Nexis	Access to Legal/Judicial Database	Child Attorney	\$9,800	\$2,000	Child Attorney	Increase spending authority by \$2,000. No additional funding requested

GENERAL FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Amend the budget of Multiple Departments - (Page 4)**

Funding is requested to increase funding for various departments to supplement the 2024 budget as a result of the personnel cost impact of the Cost of Living Adjustment (COLA), Living Wage and Segal market rate classification implementation. Funds for these compensation adjustments were included in the Non-Agency budget as part of the adopted budget. This reserve in Non-Agency was to be used to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the increase in personnel costs for the remainder of fiscal year 2024. In addition, HB 1454 adjusted the Board of Commissioners' base salary effective July 1, 2024. Funding from the Non-Agency reserve for compensation adjustments is the source for this supplement as well.

Commissioners	\$	184,130
Clerk to the Commission		55,770
County Auditor		43,170
Community Development		158,890
Child Attorney		171,010
HIV Elimination		1,450
Sheriff		1,580,000
Juvenile Court		59,550

Probate Court	\$	131,090
State Court General		269,310
Magistrate Court		178,490
Superior Court Administration		606,220
Clerk of Superior and Magistrate Court		1,431,610
District Attorney		400,000
Public Defender		426,760

The funding for this amendment will be a transfer from the COLA reserves located in non-agency and earmarked in the 2024 adopted budget for this purpose. **Transfer amount from Non-Agency is \$5,697,450.**

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- Amend the Registration and Elections’ budget - (Page 5)

Board of Commissioners' action is requested to amend (increase) the Registration and Elections office budget to fund the projected December 2024 General Election runoff costs. The adopted 2024 budget message indicated that if a December 2024 General Election runoff was required, it would be funded from 2024 underruns. Current funding is located in the General Fund Non-Agency reserve for COLA reserves contingency budget. The not to exceed amount will remain in the General Fund Non-Agency budget and will be placed into the department's budget when necessary.

WATER RENEWAL FUND

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- Amend the Information Technology budget - (Page 7)

Information Technology	\$	3,280
------------------------	----	-------

Funding is requested to increase funding for Information Technology to supplement the 2024 budget as a result of the personnel cost impact of the Cost of Living Adjustment (COLA), Living Wage and Segal market rate classification implementation. The funding for this amendment will be a transfer from the Non-Agency contingency line. **Transfer amount from Non-Agency Water Renewal is \$3,280.**

Included in Soundings per the County Manager's direction.

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Various accounts identified in soundings document.

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

- 1) October 16, 2024, Budget Schedule
- 2) October 16, 2024, Soundings Resolution

Source of Additional Information

(Type Name, Title, Agency and Phone)

Fulton County Finance Department, Budget Division, 404-612-7000

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY’S CURRENT BUDGET ON**
3 **OCTOBER 16, 2024, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR**
4 **OTHER PURPOSES**
5
6

7 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority
8 to adopt an ordinance to establish their own fiscal year and budget preparation
9 process; and

10 **WHEREAS**, the Board of Commissioners of Fulton County has determined
11 that it is in the best interest of the County to have a streamlined budget preparation
12 process that provides the necessary legal requirements and removes previous
13 time consuming and burdensome practices; and

14 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its
15 budget to adapt to changing governmental needs during the budget period; and

16 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be
17 made as follows:

18 (1) Any increase in appropriation at the legal level of control of the local
19 government, whether accomplished through a change in anticipated revenues in
20 any fund or through a transfer of appropriations among departments, shall require
21 the approval of the governing authority. Such amendment shall be adopted by
22 ordinance or resolution;

23 (2) Transfers of appropriations within any fund below the local government's
24 legal level of control shall require only the approval of the budget officer; and

25 (3) The governing authority of a local government may amend the legal level
26 of control to establish a more detailed level of budgetary control at any time during

1 the budget period. Said amendment shall be adopted by ordinance or resolution;
2 and

3 **WHEREAS**, the legal level of control for Fulton County is the departmental
4 level.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
6 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
7 budget is hereby amended by approval of the attached departmental budget
8 modifications.

9 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in
10 conflict herewith are hereby repealed.

11 **SO PASSED AND ADOPTED**, this 16th day of October, 2024.

12
13 **FULTON COUNTY BOARD OF COMMISSIONERS**
14
15

16
17
18 _____
19 Robert L. Pitts, Chairman
20

21
22 ATTEST:

23 APPROVED AS TO FORM:
24

25
26 _____
27 Tonya Grier
Clerk to the Commission

25
26 _____
27 Y. Soo Jo
County Attorney



OCTOBER BUDGET SOUNDINGS

October 16, 2024

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
October 16, 2024 Soundings

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Modify the 2024 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2024								
Type	Vendor Name	Product Name	Description	User Agency	2024 Expenditure	Add'l Amt	Funding Source	Comments
Software	PowerDMS, Inc.	CELEA Certification	Software/System Maintenance	Sheriff	\$20,000	\$20,431	Sheriff	Increase spending authority by \$20,431. No additional funding requested
Software	Lexis Nexis	Lexis Nexis	Access to Legal/Judicial Database (Accurint)	Child Attorney	\$2,600	\$3,200	Child Attorney	Increase spending authority by \$3,200. No additional funding requested
Software	Lexis Nexis	Lexis Nexis	Access to Legal/Judicial Database	Child Attorney	\$9,800	\$2,000	Child Attorney	Increase spending authority by \$2,000. No additional funding requested

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2024 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Sheriff requests to increase spending authority with the vendor PowerDMS, Inc. (CELEA Certification) for \$20,431 for FY2024 AML item #311. The change is due to an addition of licenses (volume). No additional funding is requested for the change.

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BUDGET SOUNDINGS FACT SHEET
October 16, 2024 Soundings

GENERAL FUND**Strategic Priority Area: Open and Responsible Government****Action Required:**

Increase funding for various departments to supplement the 2024 budget as a result of the personnel cost impact of the 5% Cost Of Living Adjustment, Living Wage, Segal Compensation plan and HB 1454 updates.

<u>Department</u>	<u>Funding Line</u>	<u>Funding Line Name</u>	Increase	Decrease
Commissioner	100-102-1021-1500	Contingency	52,500	
Commissioner	100-104-1042-1500	Contingency	49,230	
Commissioner	100-105-1051-1500	Contingency	36,990	
Commissioner	100-106-1063-1500	Contingency	45,410	
Clerk to the Commission	100-110-1000-1500	Contingency	55,770	
County Auditor	100-119-2103-1500	Contingency	43,170	
Community Development	100-121-1211-1500	Contingency	158,890	
Child Attorney	100-237-4902-1500	Contingency	171,010	
HIV Elimination	100-270-2710-1500	Contingency	1,450	
Sheriff	100-330-3300-1500	Contingency	1,580,000	
Juvenile Court	100-405-4051-1500	Contingency	59,550	
Probate Court	100-410-4100-1500	Contingency	131,090	
State Court General	100-420-4201-1500	Contingency	269,310	
Magistrate Court	100-422-4205-1500	Contingency	178,490	
Superior Court Administration	100-450-4501-1500	Contingency	606,220	
Clerk of Superior and Magistrate Court	100-470-4701-1500	Contingency	1,431,610	
District Attorney	100-480-4800-1500	Contingency	400,000	
Public Defender	100-490-4900-1500	Contingency	426,760	
Non-Agency (COLA Reserve)	100-999-S222-1500			\$5,697,450

Purpose (Justification):

Funding is requested to increase funding for various departments to supplement the 2024 budget as a result of the personnel cost impact of the Cost of Living Adjustment (COLA), Living Wage and Segal market rate classification implementation. Funds for these compensation adjustments were included in the Non-Agency budget as part of the adopted budget. This reserve in Non-Agency was to be used to supplement the budget for those departments that were not able to harvest sufficient salary savings throughout the year to cover the increase in personnel costs for the remainder of fiscal year 2024. In addition, HB 1454 adjusted the Board of Commissioners' base salary effective July 1, 2024. Funding from the Non-Agency reserve for compensation adjustments is the source for this supplement as well.

The funding for this amendment will be a transfer from the COLA reserves located in non-agency and earmarked in the 2024 adopted budget for this purpose. Transfer amount from Non-Agency is \$5,697,450.

Included in Soundings per County Manager's direction.

BUDGET SOUNDINGS FACT SHEET
October 16, 2024 Soundings

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Amend (increase) the Registration and Elections budget to fund the projected December 2024 General Election runoff costs, if necessary.

Registration and Elections

100-265-2658-1900

Increase
\$4,664,678

Decrease
\$0

100-999-S222-1500

Increase
\$0

Decrease
\$4,664,678

Purpose (Justification):

Board of Commissioners' action is requested to amend (increase) the Registration and Elections office budget to fund the projected December 2024 General Election runoff costs. The adopted 2024 budget message indicated that if a December 2024 General Election runoff was required, it would be funded from 2024 underruns. Current funding is located in the General Fund Non-Agency reserve for COLA reserves contingency budget. The not to exceed amount will remain in the General Fund Non-Agency budget and will be placed into the department's budget when necessary.

Included in Soundings per County Manager's direction.
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Water & Sewer Renewal Fund 203

BUDGET SOUNDINGS FACT SHEET
October 16, 2024 Soundings

WATER RENEWAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

Increase funding for Information Technology to supplement the 2024 budget as a result of the personnel cost impact of the 5% COLA, Living Wage, and Segal Compensation plan update.

<u>Department</u>	<u>Funding Line</u>	<u>Funding Line Name</u>	Increase	Decrease
Information Technology	203-220-2207-1500	Contingency	3,280	
Non-Agency (Contingency)	203-999-D100-1900			\$3,280

Purpose (Justification):

Funding is requested to increase funding for Information Technology to supplement the 2024 budget as a result of the personnel cost impact of the Cost of Living Adjustment (COLA), Living Wage and Segal market rate classification implementation.

The funding for this amendment will be a transfer from the non-agency contingency line. Transfer amount from Non-Agency Water Renewal is \$3,280.

Included in Soundings per County Manager's direction.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0687

Meeting Date: 10/16/2024

Department

Information Technology

Requested Action

Request approval to increase the spending authority - Information Technology, 22ITBC1006B-PS, Fulton PC Refresh Enterprise Workstation in an amount not to exceed \$450,000.00 with CDW Government LLC. (Vernon Hills, IL) to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals. Effective upon BOC approval.

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

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

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

Open and Responsible Government

Commission Districts Affected

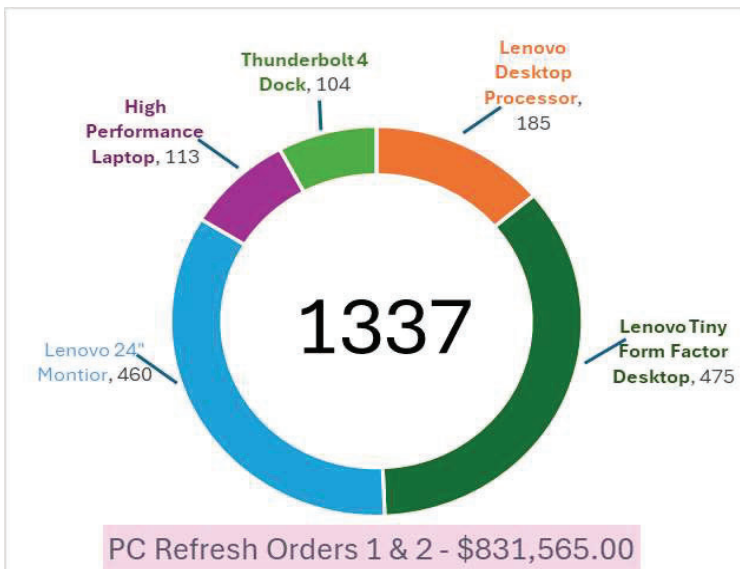
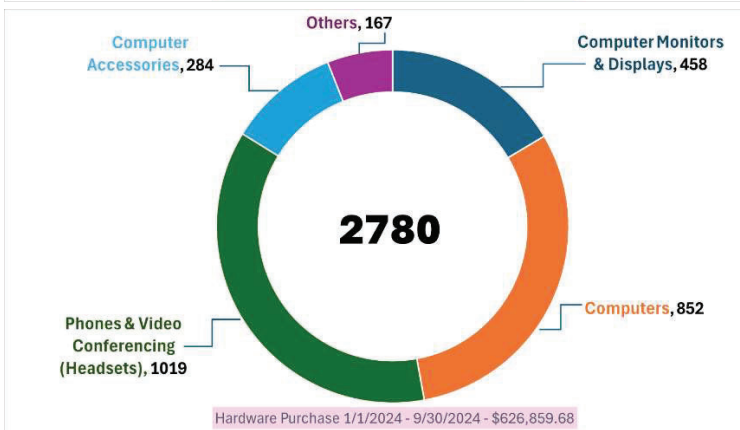
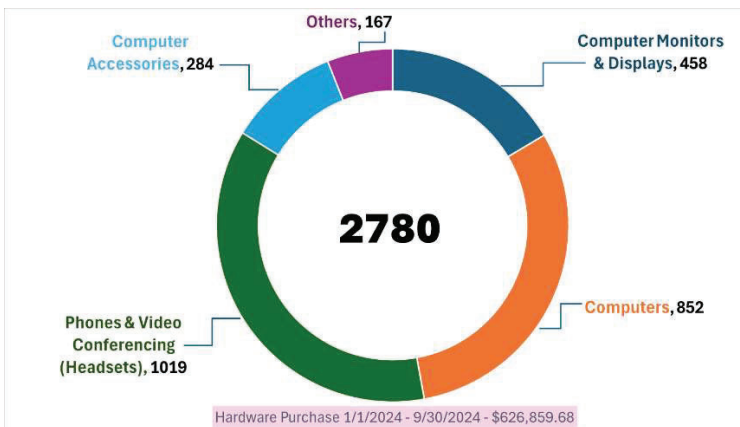
- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

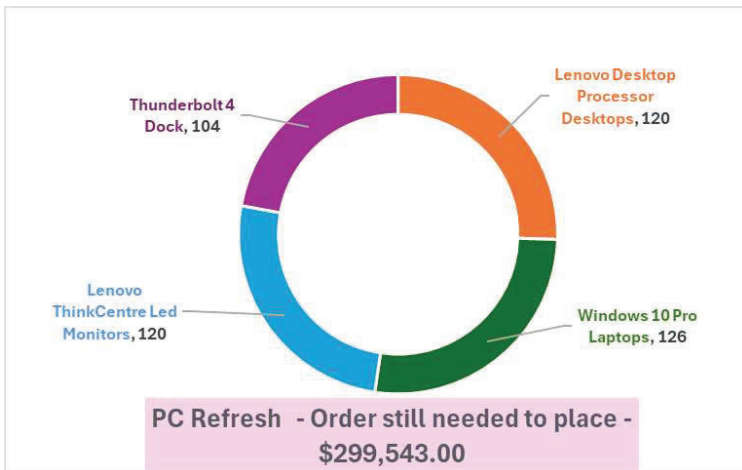
Is this a purchasing item?

Yes

Summary & Background: The 2024 BOC Authority was \$1,500,000.00 which has nearly been exhausted. To fulfill the obligation to maintain the County PC Refresh, net new and other PC related peripheral needs, there is the need for an additional \$450,000.00.

The charts below provide visual data/evidence of the exhaustion of the original spending authority as well as the requested increase in spending authority.





Scope of Work: The services of this contract are to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations to County Agencies/Department of Information Technology on an if/when needed basis.

Community Impact: Negative impact to Departments/County Agencies who provide public facing services where technology requires replacement or new devices. Constituents that may be impacted include services provided through computer access at Library’s, Senior Centers, Court Services etc.

Department Recommendation: Department recommends approval of this item.

Project Implications: If the Board action is not approved, Departmental agencies will not be able to procure desktop personal computers (PCs), laptops, monitors and docking stations and other peripherals that are necessary for continuity of operations and deliver services to County customers and constituents

Community Issues/Concerns: There are no community concerns with this item.

Department Issues/Concerns: Due to the exhaustion of the current spending authority, the Department of Information Technology does not have the ability to purchase equipment for County Agencies or PC Refresh. It is critical that this item is reviewed and eventually approved.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0245	4/12/2023	\$1,431,319.61
1st Renewal	23-0944	12/20/2023	\$1,500,000.00
Amendment No. 1			\$450,000.00
Total Revised Amount			\$3,381,319.61

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

Contract Value: \$450,000.00

Prime Vendor: CDW Government
Prime Status: Non-Minority
Location: Vernon Hills, IL
County: Lake County
Prime Value: \$450,000.00 or 100.00%

Total Contract Value: \$450,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Performance Evaluation

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

Kevin Kerrigan, Chief Information Officer, Information Technology - 404-612-0057

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$1,431,319.61
Previous Adjustments:	\$1,500,000.00
This Request:	\$450,000.00
TOTAL:	\$3,381,319.61

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 \$:		

Agenda Item No.: 24-0687

Meeting Date: 10/16/2024

Fiscal Impact / Funding Source

Funding Line 1:

Subject to availability of funding provided by county agencies

Funding Line 2:

500-220-2200-A060: Capital, Information Technology, PC Refresh

Key Contract Terms	
Start Date: 1/1/2024	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/12/2024

Report Period End:
9/30/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: CDW Government, LLC

Contract No. 22ITBC1006B-PS, Fulton County PC Refresh

Address: 280 North Milwaukee Ave.
City, State Vernon Hills, IL 60061

Telephone: 866-339-3535

E-mail: Mikezor@cdwg.com

Contact: Mike Zorica
Executive Account Manager

W I T N E S S E T H

WHEREAS, Fulton County (“Fulton”) entered into a Contract with CDW Government, LLC to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations, specialty computing devices to include iPads, iMacs, MS Surface Pros and supporting peripherals dated 12th day of April 2023, on behalf of the Fulton County Information Technology Department; and

WHEREAS, this amendment is to increase the spending authority to the existing Fulton County Information Technology (FCIT), PC Refresh contract; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____ 2024 between the County and CDW Government, LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and Contract Documents.

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

This Amendment No. 1 to Form of Contract is effective upon BOC approval, between the County and CDW Government, LLC., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The services of this contract are to provide enterprise business class desktop personal computers (PCs), laptops, monitors and docking stations to County Agencies/Department of Information Technology on an if/when needed basis.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$450,000.00**.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS 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

CONSULTANT:

CDW GOVERNMENT, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Kevin Kerrigan
Chief Information Officer
Fulton County Information Technology

Mike Zorica
Executive Account Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Carmen Castro
Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Fulton County PC Refresh
Project Number	22ITBC1006B-PC
Supplier	CDW Government LLC
Supplier Project Contact	Justin Schwier (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/12/2024 to 10/11/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Draft
Evaluation Score	88

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
There are no current equipment performance quality problems and all equipment received has met the specifications identified in the solicitation.

TIMELINESS OF PERFORMANCE

17/20

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

Comments
Deliverables and equipment are delivered in a timely manner. The vendor is also available for tracking inquiries and has accommodate orders that require priority in being expedited. Any issues or delays are promptly resolved.

BUSINESS RELATIONS

17/20

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

Comments
Email and phone inquiries are responded to within 24 hours. Additionally, the vendor has scheduled a bi-weekly cadence to address issue and concerns and quickly resolves any grievances to help eliminate a negative impact to County operations. The vendor also readily corrects issues and change requests in an effective manner.

CUSTOMER SATISFACTION

20/20

Rating
Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments
Email and phone inquiries are responded to within 24 hours. Additionally, the vendor has scheduled a bi-weekly cadence to address issue and concerns and quickly resolves any grievances to help eliminate a negative impact to County operations. The vendor also keeps the County FCIT updated on any changes in equipment models and/or specifications.

COST CONTROL

14/20

Rating
Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments
Vendor has been compliant with pricing included in BID response.

GENERAL COMMENTS

Comments
Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0688

Meeting Date: 10/16/2024

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Sourcewell Contract #042821-ORK, Pest Control Services Countywide, in the amount not to exceed \$150,000.00 with Orkin, LLC (Atlanta, GA), to provide comprehensive pest control services on an as-needed basis for Countywide facilities. Effective dates: January 1, 2025, through June 18, 2025.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, the procurement of any services or supplies on behalf of the County pursuant to any state contract or cooperative purchasing transaction or contract established by a public procurement unit for an amount over \$100,000.00 shall be forwarded to the BOC for approval.

Strategic Priority Area related to this item (Yes)

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 all labor, equipment, transportation, and material necessary to ensure approximately 136 County facilities will be free of pests. The objectives shall be to eliminate or reduce current unacceptable pest populations.

Traditional structural Pest Management was largely reactive to pest infestations and based much of its response on the routine, scheduled application of pesticides. The process is based on detailed

surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in each area. This monitoring allows accurate decisions to be made on when and where interventions are needed, the type of interventions selected, and the method of application and implementation.

The contractor shall provide detail site-specific recommendations for structural and procedural modifications to achieve pest suppression. This program is designed to minimize pesticide usage and focus on observation.

Scope of Work: The Scope of Work also includes but is not limited to:

1. Provide a comprehensive pest control treatment plan and schedule of service for each facility.
2. The treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly minimum or as needed basis.
3. Rodent control around the exterior of every building utilizing bait stations and various flavors of baits. The bait stations will be weatherproof, secured, and numbered.
4. Rodent control for interior shall consist of mechanical traps or glue boards.
5. Control of birds shall be provided as needed.
6. Treatment of non-housing, non-food production areas, such as hallways, storage rooms, janitorial rooms, and loading dock, shall be treated by spot or crack and crevice, as appropriate, on as schedule based on actual need.
7. The treatment of all pipe chases shall contain an insect growth regulator.
8. All treatment in sleeping areas shall consist only of gel-type baits.
9. 2/24 response to emergencies - respond in 2 hrs. 24/7 to emergency needs.

Community Impact: The overall community impact is that pest carry diseases and germs, and they can spread these to humans if not managed properly.

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

This is a time and material contract, and the requested spending authority in the amount of \$150,000.00 will cover the costs for materials and labor hours to ensure County facilities receive pest control services for FY 2025.

The project management is coordinated by the Department of Real Estate and Asset Management Grounds Maintenance Team.

Project Implications: The integrated pest control management program is to ensure all County facilities are free of pests and rodents; in keeping clean and sanitary facilities that provides healthy and productive environment.

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

Department Issues/Concerns: If this Cooperative Purchasing Contract is not approved, there will be a delay in providing pest control services for bed bugs, termites, mosquitos, and bees, etc. for all Fulton

County facilities for FY2025.

Contract Modification No, this is a new procurement

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

Click or tap here to enter text.

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

- Exhibit 1: Contract Agreement- Cooperative Orkin, LLC
- Exhibit 2: Sourcewell Contract #042821-ORK
- Exhibit 3: Contractor’s Performance Report
- Exhibit 4: Justification Form for Use of Cooperative Purchasing

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$150,000.00
TOTAL:	\$150,000.00

Grant Information Summary

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

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0688

Meeting Date: 10/16/2024

100-999-S200-1160: General, Non-Agency, Professional Services- \$150,000.00 "Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 6/18/2025
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

Contract Agreement

This Agreement for a comprehensive pest control treatment plan and schedule of service for each facility monthly. Treatment of the exterior perimeter of every building for ants and other pests, (excluding wood destroying organisms) on a monthly, minimum, or as needed basis. for the Department of Real Estate & Asset Management is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and **ORKIN EXTERMINATING, INC** of Atlanta, GA, hereinafter referred to as "Consultant."

Contract Documents

County and Consultant agrees that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Sourcewell Contract #042821-ORK, Pest Control Services
- III. Scope of Services
- IV. Compensation
- V. Exhibits (if applicable)

This Agreement was approved by the Fulton County Board of Commissioners on _____, 2024 (24-) and

Contract Term

The term of the agreement will be effective beginning January 1, 2025 through June 18, 2025.

Modifications

If during the course of performing the Project, County and Consultant 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.

Indemnification

Consultant shall, to the fullest extent permit by law, indemnify the County and protect, defend, indemnify and hold harmless the County, its officers, officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible

property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Consultant, sub-consultants/subcontractors, anyone directly or indirectly employed by any firm or sub-consultant/subcontractors; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Consultant in the performance of Contract services; or
- c) Liens, claims or actions made by the Consultant or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Consultant, or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit actor, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Consultant agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the [Insert the Contract Number and Contract Title of project being utilized for Cooperative or Statewide Contract]. Consultant's agrees to maintain insurance coverage during the entire term of this Agreement. 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.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Consultant to: Director
Department of Real Estate & Asset Management
141 Pryor St.
Atlanta, Georgia 30303
Attn: Joseph Davis
Email: joseph.davis@fultoncountyga.gov

With a copy to: Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Attn: Felicia Strong-Whitaker
Email: felicia.strong-whitaker@fultoncountyga.gov

And by the County to:

Bruce Scott, Account Manager
ORKIN EXTERMINATING, INC
1400 Marietta Blvd. N.W. Suite b
Atlanta, GA 30318
Attn: **Bruce Scott**
Email: **bscott1@orkin.com**

The parties to this service agreement agree to the above referenced conditions:

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Davis,
Director

CONSULTANT:

ORKIN EXTERMINATING, INC

Bruce Scott,
Account Manager

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

**Solicitation Number: RFP #042821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Orkin, LLC, 2170 Piedmont Road NE, Atlanta, GA 30324-4135 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Pest Management Services with Related Products from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 18, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms subject to Vendor's acceptance, but the purchase order should clearly note the applicable Sourcewell contract number. In the alternative, the parties may use Vendor's standard contract form. Vendor will require the use of an addendum or separate agreement for specialty services, such as bed bug or termite services. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable

warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), certain limitation of liability provisions, or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total paid sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and

must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent or wrongful acts or omissions in the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God, epidemics, pandemics, or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits

of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract. This coverage requirement may be satisfied via a Pest Control endorsement to Vendor's Commercial General Liability policy.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/16/2021 | 2:35 PM CDT

Orkin, LLC

DocuSigned by:
Deborah A Toth
By: F1B9EACB94174DD...
Deborah A. Toth
Title: Government Business Development
Manager
Date: 6/21/2021 | 10:38 AM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/21/2021 | 1:02 PM CDT

RFP 042821 - Pest Management Services with Related Products

Vendor Details

Company Name: Orkin, LLC
Does your company conduct business under any other name? If yes, please state: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California
Address: 2170 Piedmont Road NE
Atlanta, GA 30324-4135
Contact: Deborah A Toth
Email: dtoth@rollins.com
Phone: 770-220-6165
HST#: 580942031

Submission Details

Created On: Wednesday April 21, 2021 11:12:02
Submitted On: Wednesday April 28, 2021 12:46:15
Submitted By: Deborah A Toth
Email: dtoth@rollins.com
Transaction #: 307e2182-a6f3-4836-9403-d2972922abcb
Submitter's IP Address: 73.106.243.155

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Orkin, LLC dba: Orkin, Orkin Pest, Orkin Exterminating, Orkin of California Federal Tax ID: 58-0942031 DUNS #: 002509420 Years in Business: 120 Incorporated: January 10, 1964 in the State of Delaware
2	Proposer Address:	2170 Piedmont Road NE Atlanta, GA 30324-4135
3	Proposer website address:	www.orkincommercial.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Deborah A Toth Government Business Development Manager National Accounts 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 770-220-6165 Cell: 404-219-6445 eMail: dtoth@rollins.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steven Rubin Senior Managing Attorney Rollins, Inc. 2170 Piedmont Road NE Atlanta, GA 30324-4135 Office: 404-877-4125 Cell: 678-523-7712 eMail: srubin1@rollins.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 1901, Atlanta-based Orkin, LLC is a wholly owned subsidiary of Rollins, Inc. (NYSE:ROL). Operating under the Orkin® trademark, Orkin serves almost 2 million clients through more than 350 company owned locations in the contiguous United States and Hawaii.</p> <p>As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide.</p> <p>As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide.</p> <p>With more than 100 years of experience in the industry, Orkin knows effective pest management starts with science. We believe the more we know about pests and why they do what they do, the better we can do what we do.</p> <p>We are putting new technology to work in practically every facet of our business. Our goal: maintain the edge on the competition by being smarter, faster and more efficient.</p> <p>We are auditing and improving everything we do, from branch operations systems, sales management, fleet operations to employee training.</p> <p>By following the latest best practices in Integrated Pest Management (IPM), we help our Orkin Education, Food Safety, Government, Healthcare, Hospitality, Pharmaceutical, Office and Logistics clients create cleaner and healthier environments. Orkin's pest management philosophy starts with non-chemical approaches, such as mechanical traps and sealants, to prevent pests from entering and infesting structures. We also use target-specific treatments that zero in on specific pest problems.</p> <p>To ensure that our service continues to meet client needs and to stay abreast of the trends/issues that affect our clients, we get involved in their industries. Orkin supports a number of organizations through memberships, sponsorships or educational collaborations to include but not limited to:</p> <ul style="list-style-type: none"> - Association for the Healthcare Environment (AHE) - Building Owners and Managers Association (BOMA) - Centers for Disease Control and Prevention (CDC) <p>IPM is an environmentally responsible approach to pest management that relies on a combination of practices. By taking advantage of all pest management options, starting with non-chemical techniques, IPM programs proactively manage pests and help minimize impacts on people, property and the environment.</p>	*
8	What are your company's expectations in the event of an award?	As an eight year Sourcewell (NJPA) contract holder, Orkin expects to continue the positive growth trend that began in 2016. Our goal for each of the four year contract period is double digit growth in our sales and our Sourcewell partnerships year over year.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Orkin has provided proof of our financial responsibility in Attachment File # 1, Rollins, Inc. 2020 Annual Report and File 1A. Proof of Insurability.</p> <p>Additional to that, Traveler's Casualty and Surety Company of America, the current surety company has advised that Rollins, Inc. (Orkin's Parent Company) has a surety line of \$5,000,000 single bond with a \$50,000,000 aggregate facility.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>http://magazine.pctonline.com/article/may-2020/global-market-global-players.aspx PCT Magazine May 2020 estimates the global market share for pest control to be \$20 billion of which 58% of the market is in North America.</p> <p>Orkin is the largest pest control company in North America and holds the top spot for market share.</p> <p>Sourcewell estimates the market share for pest control to be \$5 million. Orkin has reported over \$1 million dollars in sales in each of the 2018, 2019 and 2020 fiscal years.</p> <p>In Q1, 2021 Orkin reported a 33.9% increase in sales over Q1 2020. Currently we have approximately 27% of the estimated \$5 million market and look to improve upon that by double digits this fiscal year.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Orkin is not submitting a proposal for Canada at this time.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Orkin, LLC is considered a Service Provider. We sell and provide equipment as part of our service response to our business partners, but do not sell equipment or pesticides as stand alone line items.</p> <p>Orkin provides service through our more than 350 service branches, nearly 10,000 employees and over 10,000 service/sales vehicles on the streets/highways of the United States.</p> <p>Orkin's leadership decided long ago that training would set the company apart in the industry. With that in mind, we have invested millions to develop award-winning training programs that extend well beyond the classroom. This means every one of our client's benefits from the unrivaled pest control knowledge, tools and techniques that define The Orkin Man®.</p> <p>Orkin has five (5) geographic Divisions: Northeast Division Pacific Division Midwest Division South Central Division Southeast Division</p> <p>All five divisions report to Freeman Elliott, President of Orkin North America. Each operating division has a management team that consists of a Division President, Assistant Division Vice President and a Division Technical Services Representative. Within each division, Orkin is further broken out into operating regions. Each region is overseen by a Region Manager and an Assistant Region Manager with 1,200+ Account Managers reporting to Branch and Region Managers.</p> <p>Sourcewell opportunities are overseen by the Government Business Development Manager in the National Accounts Department located in Atlanta, GA.</p> <p>National Accounts has an operational structure of Customer Care, Data Administration, Call Center, AR / Invoicing /AP and Systems Processes and Procedures. All are Orkin employees.</p> <p>In addition to Orkin company resources, we also have the resources of our parent company Rollins, Inc. which provides Legal, Marketing, Technical Services and Training resources.</p> <p>Orkin has provided Organization Charts in Attachment File # 3.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Orkin, LLC has brick and mortar company owned or franchised service branches in the 48 contiguous United States, Hawaii, Puerto Rico and the US Virgin Islands. Orkin employs subcontractors in the state of Alaska. All Orkin branches (including subcontractors) are licensed to do business in the cities and states in which they are located or bordered next to. Several branches have more than one state license and certifications due to their proximity of another state. Additionally, Orkin adheres to each individual state license, certification and training requirements for all service personnel employed to provide pest control service to include application of pesticides (chemicals) and baits, control wildlife, apply termiticides and use of disinfection products.</p> <p>The Government Relations Department of Rollins, Inc. (Orkin's Parent Company) works with all service branches to ensure complete compliance to each/all federal, state and local regulations as they apply to each individual service location. A License Expiration report is sent to each Orkin Service branch on a monthly basis that identifies Technician licenses/certifications and Driver's Licenses that will be expiring within the next 60 – 90 days in order to prevent any delinquencies or delays in obtaining their renewals.</p> <p>Orkin provides copies of the Branch Business License and Technician certifications required to perform service to each Member agency in order to provide verification that Orkin's license and permits are current and appropriate for the pest control services to be performed. Should Orkin ever have to utilize the services of an subcontractor, they will provide the licenses/permits and certifications of the subcontractor in their proposal submission.</p> <p>Rollins' Technical Service Department provides training on the application of products, materials and maintains the library of Rollins' authorized use products as well as those regulated by the EPA and each individual state.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Orkin, LLC has not been suspended or debarred from participating in any federal, state, municipal, non-profit or education contracts nationwide.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Training magazine, the training industry's premier publication, has recognized Orkin's training program among its annual "Top 125" organizations that excel in human capital development: 2003-2014, 2017-2020. National Pest Management Association Quality Pro Certificate of Excellence - Valid until 1/2022 Tyler Love, Marketing Department was awarded a Marketing Awards for Excellence: 2018
17	What percentage of your sales are to the governmental sector in the past three years	Government sales (federal, state, muni) are less than 1 % of Orkin's total commercial and residential sales of approximately \$1,82 billion. Orkin continues to grow our government sector business however, it does not equal the growth rate of our non-government sectors.
18	What percentage of your sales are to the education sector in the past three years	Orkin's sales from the education sector is approximately 8.71% of our Sourcewell sales.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Contract # 110916-ORK Annual Reported Sales 2020: \$1,342,123.22 2019: \$1,274,813.59 2018: \$1,019,132.36 2017: \$ 946,917.49 2016: \$ 182,984.82 See Attachment File # 2 for Orkin SWL Sales Percentage Increase 2016-2021. Orkin was awarded an OMNIA Cooperative Purchasing Agreement in April 2021. This purchasing agreement will not be rolled out to our Divisions until mid-second quarter. Orkin is uncertain how well this agreement will be received by our internal customers as well as potential external customers.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Schedule Contract # GS-06F-0003N Annual Reported Sales 2020: \$1,070,520.42 2019: \$1,440,039.65 2018: \$1,490,526.65 2017: \$1,119,653.88 2016: \$1,161,350.00

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
U.S. Space & Rocket Center Huntsville, AL	Brian Green	256-721-5411 briang@spacecamp.com
Macon-Bibb County Macon, GA	Kimberly Bradley	478-803-0554 KBradley@ maconbibb.us
Texas Tech University Health Sciences Center Lubbock, TX	Roger Jones	806-445-2223 Roger.Jones@ ttuhsc.edu
SWL/Kamehameha Schools Hawaii	Donna Hoskins Verbal reference only due to # of vendors the KSBE partners with.	808-534-8174 dohoskin@ksbe.edu

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
GSA/US Coast Guard District 7	Government	Florida - FL	General Pest Control Termite Control	43 Locations across FL, GA, SC, PR and US Virgin Islands	\$475,166.66
SWL/Macon-Bibb County	Government	Georgia - GA	General Pest Control Termite Bed Bugs	87 Buildings / Facilities	\$426,000.00
GSA/Portsmouth Naval Shipyard	Government	New Hampshire - NH	General Pest Control Annual Egg Addling -Sea Gulls Annual Wood Chuck Trapping & Relocation	60+ Buildings	\$265,479.36
SWL/Wesley Health Centers	Government	California - CA	General Pest Control	19 State Clinics	\$56,910.08
SWL/US Space & Rocket Center	Government	Alabama - AL	General Pest Control Bed Bugs	15 Buildings / Facilities	\$156,100.56

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	1 Government Business Development Manager 5 Sales/Service Divisions 33 Sales/Service Regions 350 + Local Service Branches (Branch & Service Manager(s)) 1,200+ Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3.
24	Dealer network or other distribution methods.	There are 40+ Franchise Owned Branches in the United States which Orkin may allow to Sourcewell network. Because Orkin does not have access to Franchise accounting systems, it would prove extremely difficult to monitor sales, reporting and fee payment. Their use of Orkin's Sourcewell Contract would be determined by the Orkin Government Department on a case by case and Franchise by Franchise basis.
25	Service force.	1 Government Business Development Manager 5 Sales/Service Divisions 33 Sales/Service Regions 350+ Local Service Branches (Branch & Service Manager(s)) 1,200+ Local Account Managers 4,700+ Service Technicians Orkin has provided Division Org Charts in Attachment File # 3.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A Member Agency requesting information about Orkin, looking for a proposal for service or seeking information about Orkin's Sourcwell Contract has several ways to contact Orkin.</p> <ol style="list-style-type: none"> 1. contact Orkin's Government Business Development Manager, Deborah Toth directly at 770-220-6165 or dtoth@rollins.com; 2. contact Jim Benson, Orkin's Sourcewell Supplier Development Administrator 218-541-5224 or Jim.Benson@sourcewell-mn.gov 3. contact their areas Orkin's local service branch; 4. Orkin's 24/7 Contact Center @ 800-241-1666, 5. eMail - customercare@orkin.com <p>Orkin's service branches and contact centers are trained to reach out to Orkin's Government Business Development Manager, Deborah Toth when they receive inquiries about Sourcewell opportunities or government agencies seeking information on our government contract vehicles.</p> <p>The Government Department then liaisons with the Service Branch and Member agency to facilitate appropriate responses to inquiries and requests to include but not limited to:</p> <ol style="list-style-type: none"> 1. proposal for one or multiple facilities for regular, recurring services or one time odd job 2. response to RFP/RFQ or ITB 3. site inspections 4. invoicing questions or payment inquiries 5. Orkin's Sourcewell Contract information 6. work with Legal Department to facilitate contracts <p>For current agency contracts in place, if the Member agency calls in for a non-emergency service request, Orkin will verbally respond within 2 hours and dispatch to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours.</p> <p>For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Orkin is fully committed to providing service to all participating entities in the United States. Our Legal Department is well versed in reviewing Member agency contracts and the process of utilizing Orkin's Sourcewell contract to meet their procurement requirements regardless of how long that process may take.</p> <p>Orkin began the process of reviewing a West Coast City contract in June 2020 and Orkin finally began servicing the City locations in April 2021. Our Legal Department was instrumental in providing terms and conditions that were equally beneficial to both the City and Orkin.</p> <p>There have been instances where the Member agency came to Orkin and requested pricing. After review of our proposal, the agency either kept their current provider or chose another provider for lower cost.</p> <p>Orkin understands that the Members are not required to use Orkin under our Sourcewell agreement but that it is an option for their pest control requirements. We also stress to Member agencies that if Orkin is not awarded a contract by the Member Agency for General Pest Control, that we are available to provide quotes for Odd Jobs, One Time Ancillary Services such as Bird Management, Mosquito Control, Termite Eradication or Disinfection services.</p>
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Orkin cannot commit to providing service to entities in Canada at this time.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Orkin will be able to provide service in the 48 contiguous United States, Hawaii using company owned service branches and Alaska through a long term subcontractor. We also have Franchises in Puerto Rico and the US Virgin Islands that currently provide services to federal government entities in those areas so they are very familiar with government agency requirements.

30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors in which Orkin would not be participating. Orkin has a national footprint in the contiguous United States and Hawaii. Orkin does not have a company owned branch in AK but would utilize a long-term subcontractor that we have in place. Orkin was awarded an OMNIA Cooperative Purchasing Agreement in April 2021. This purchasing agreement will not be rolled out to our Divisions until late second quarter 2021. Orkin is uncertain how well this agreement will be received by our internal customers or potential external customers. Orkin has advised OMNIA that our Government Department and Sales Account Managers will always lead with our Sourcwell Contract. We are committed to Sourcwell and believe it is our strongest contract vehicle for state/municipal government, education and non-profit agencies to utilize for their pest control requirements.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Orkin sees no contract restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In December 2020, Orkin's Government and Marketing Departments updated all internal Sourcwell information and held webinars for all Divisions and Region Sales Managers to re-introduce Orkin's Sourcwell updated materials. In Q1 2021 Orkin's Government Department has participated in eight (8) Region and Branch TEAMS Meetings to re-introduce Sourcwell to Account Managers. The Regions are now scheduling Q2 TEAMS Meetings to talk about recent SWL successes and and best practices for for winning Sourcwell Member Agencies to Orkin customers. Orkin Account Managers are encouraged to promote SWL in their sales presentations to all state, municipal and non-profit agencies. Orkin's Government Department regularly shares the SWL Membership list to Account Managers to sort for agencies in their respective sales regions. Additionally, if an agency is not a Member of SWL, Orkin reps recommend SWL and provide Jim Benson's phone and eMail to contact for Sourcwell Membership. Orkin will again send out quarterly company-wide communications regarding our government contract vehicles and Orkin's negotiated rates, requirements and compliance. See Attachment Zip File # 8 with Orkin's updated internal sales documents on Sourcwell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Orkin Account Managers are encouraged to use social media icons as part of their digital signature. Additionally, sales/service personnel are urged to participate on sites offering group discussion boards to gain insight into customer questions, issues and concerns from service to budget constraints. Should Orkin be awarded a third Contract, our Marketing Department is now enabled to embed the Sourcwell hyperlink on Orkin's Government page on www.orkincommercial.com	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Sourcwell has been a valuable resource in meeting with Orkin's Government Business Development Manager to provide guidance and tools to better promote Sourcwell and Orkin's Sourcwell contract. The Weekly Member Updates, Membership lists, webinars and regional meetings have aided Orkin's attempts to be more visible to the SWL Member community. The annual H20 event in MN is an excellent participation event. Orkin has attended and was able to obtain valuable information from similar companies about the struggles of launching a new contract vehicle as well as keeping positive momentum during a second period of performance. Scott Carr, Orkin previous Contract Administrator, and Jim Benson, current Development Administrator have made themselves available to the Government Department as well as Orkin Division and Region Sales Managers. They have gotten on calls with Account Managers to educate, provide sound policy and offer encouragement.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Orkin has not pursued the e-procurement ordering process for government work; however we participate on GSA eBuy, FedBid and several state web procure opportunities. Because Orkin is a service company, we do not offer "cookie cutter pricing for our business partners as each location has specific pest pressures and unique situations and request site inspections in order to provide a quote put together specifically for each Member location.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Orkin is please to offer our Member Agency business partners No Cost Training for their staff / end users as part of our contracts in areas to include but not limited to:</p> <ul style="list-style-type: none"> *Bed Bug Inspections – Where to Look? *Setting up Shelving and Storge for Food Storage Warehouses/Storage Rooms *Effective Sanitation Practices *Pest Management in Food Service Areas <p>If after normal work day hours training is requested, there will be a 2 hour minimum charge. i.e. Sanitation Training for Housing Authority Residents after 5:00 PM Provide cleaning and sanitation tips to help residents keep their units pest free and suggestions for pest harborage free storage areas</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Orkin InSite is a comprehensive customer portal that provides service data and analysis of Member Agency's pest control program. The customizable dashboard provides a high-level overview of Member Agency pest control program, including current pest levels, pest pressure trends, past service reports and next scheduled service visit(s). Insight on the health of your pest management program is available 24/7 on http://www.orkininsite.com. Member Agencies can easily navigate through the system to see one location or multiple. Orkin has provided an in depth Power Point presentation of Orkin InSite in Attachment File # 7.</p> <ul style="list-style-type: none"> *Orkin continues to invest and upgrade hand-held devices for all Service Technicians to record equipment location and service information electronically, reducing the amount of paper used; *Mobile Apps for Sales and Service Personnel; *iPads for Account Manager to take pictures and put sales proposals together for electronic submission; *Electronic Certificates to allow Orkin Sales Manager to access state and federal agency procurement and reporting website;
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Increasingly, commercial properties of all types are "going green" and obtaining LEED certification from the U.S. Green Building Council – a trend that helps improve human and environmental health and conserves water and energy. Reducing the environmental impact of your facility's indoor and outdoor pest control efforts through Integrated Pest Management (IPM) is a relatively easy way to obtain credits toward the LEED "Existing Building Operations and Maintenance" certification. An industry leader in IPM, Orkin has more than a century of experience in the pest control business. Our highly-trained professionals have extensive knowledge of IPM practices and a deep expertise in pest biology and the latest technologies – all to help stay compliant with LEED.</p> <p>LEED REQUIREMENTS FOR INDOOR AND OUTDOOR IPM</p> <ul style="list-style-type: none"> Least-toxic pesticides. Minimum use of chemicals. Chemicals used only in targeted locations and only for targeted species. Routine inspection and monitoring. "Universal notification" of tenants when applying certain pesticide treatments. This means tenants are notified no less than 72 hours under normal circumstances – and no less than 24 hours in emergencies – before a pesticide other than a least-toxic pesticide is applied in a building or on surrounding grounds that the building maintains. Orkin is a US Green Building Council Member Education Provider To obtain LEED certification in pest control, you must meet specific requirements within several categories. One of the primary LEED standards is that you'll need a written IPM policy* and documentation that it was followed – valuable resources that Orkin provides to all its customers. Orkin is a USGBC Education Provider committed to enhancing the ongoing professional development of the building industry and LEED Professionals through high-quality education programs. As the USGBC's first pest management Education Provider, Orkin has agreed to abide by USGBC-established operational and educational criteria, and is subject to annual reviews and audits for quality assurance. See Orkin's Attachment Files # 5 IPM Leed Certification Property Management Checklist and Orkin Healthcare Green IPM Training
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Orkin has implemented a number of practices to better serve our Member Agencies, while reducing environmental impact. These practices span a broad operating spectrum from day to day service delivery, fleet management to award winning training programs. See Attachment File # 4 Orkin ISO9001:2015 Certification See Attachment File # 6 Orkin Sustainable Practices Plan</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Orkin is large business and does not certify as WMBE, Small Business, Service Disabled Veteran Owned Business (SDVOB) or Native Tribe Business. Orkin is a successful subcontractor to three (3) SDVOB and with two (2) Native Tribe companies on several government projects nationwide. We continue to look for opportunities to partner with Minority, Women Owned, 8a, HUBZone, Native Tribe and SDVOB in order to expand their business and Orkin's subcontract footprint in the government sector.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Orkin has held a Sourcewell (NJPA) Contract since 2013. We are in the unique position of being an incumbent service provider for two -four year contract periods. We have eight years of experience dealing with all types and levels of Sourcewell Members and requirements.</p> <p>The Government Department has worked with Division, Region and Branch Managers to provide continuous training to field sales personnel. We provide initial training to new Account Managers and advanced training to more seasoned field sales personnel. As more Account Managers become familiar and comfortable with selling pest control to government, education and non-profit entities, Orkin has seen their Sourcewell footprint grow. Their success is breeding success with other agencies within their sales territories.</p> <p>Orkin not only has the resources of our large company, we also have the resources of the Rollins' family of brands to ensure our success.</p> <p>Orkin has commercial business in every state that Sourcewell has a presence so our logo, service and the Orkin Man is a familiar and welcome presence. Agencies are open to Orkin's service offerings and dealing with a company whose longevity is 120 years strong.</p> <p>What Makes Orkin DIFFERENT?</p> <ol style="list-style-type: none"> 1. Consistent, High-Quality Service - When you choose Orkin, you get the proven and effective pest control protocols of the national leader. We want to be a partner you can count on—quietly, consistently, daily. 2. Customizable Service Portfolio - From insect and rodent control to proactive bed bug services, bird control and wildlife work, we configure a package to help meet your pest control needs, no matter the size and scope. 3. Unmatched Customer Support - We provide you with three layers of dedicated support: <ol style="list-style-type: none"> 1) Local branch management to help ensure responsive and effective service; 2) a quality assurance (QA) team helping to ensure your pest management service meets your high standards; and 3) our team of 90+ on-staff entomologists and wildlife biologists to help solve complex pest issues. 4. One-of-a-Kind Service Guarantee - We're so confident in our services that we offer a guarantee that is unique in our industry so you can feel just as confident (see below). 5. Faster Response Times - With 350+ corporate-owned locations and 40+ franchise locations in the U.S., our service teams may be closer to you than other providers. 6. The Gold Standard of Technicians - Every Orkin technician undergoes rigorous training and is required to participate in ongoing training for as long as they are with us. 7. A Century of Experience at Work for You - Otto Orkin started serving business customers in 1901. No other national company has been providing commercial pest control services longer. We've learned a lot in 100+ years, and it's all yours when you partner with us. 8. Comprehensive Reporting - Our detailed service documentation helps ensure you have everything you need for inspectors, auditors and other regulatory agents. Plus, it allows us to identify patterns of pest activity, target treatments and adjust prevention efforts for maximum impact. 	*

Table 9A: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes, unless otherwise specified.</p> <p>Orkin's Triple Guarantee for monthly regular, recurring services.</p> <p>360° Satisfaction Guarantee</p> <ul style="list-style-type: none"> o With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees. o 60 days complimentary service if you're not satisfied with the way we begin our service – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full. o 60 days complimentary service if you're not satisfied at any time thereafter – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied. o 60 days complimentary service by another provider if you're still not satisfied – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice. <p>2x24 Response Guarantee</p> <p>When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.</p> <p>Reimbursement Guarantee</p> <p>Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No usage limits for monthly regular, recurring service locations, other than those defined in our Triple Guarantee, listed above in # 42. Orkin's guarantee does not apply to locations serviced less frequently than monthly. A 30 Day Warranty on results, after date of service, applies for locations not covered under the Triple Guarantee.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>States handle 'certifications' in different ways. Orkin supports the relevant warranties in all locations serviced by Orkin.</p>
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Orkin passes all manufacturer's warranties to the end user and will liaison with the manufacturer provided Orkin remains the service provider or until the warranty period ends. Damage to equipment by staff/employees of the service location, lack of cooperation by location staff/employees, Acts of God and other similar situations beyond Orkin's control may limit or restrict the warranty coverage.</p>
47	What are your proposed exchange and return programs and policies?	<p>See Orkin's Guarantee as stated in # 42 above. If a SWL Member is not satisfied with a performed pest service, Orkin will return to the location and take appropriate action to resolve the issue to the Member's satisfaction.</p>
48	Describe any service contract options for the items included in your proposal.	<p>Orkin provides a variety of service schedule options to include but is not limited to the following:</p> <ul style="list-style-type: none"> One Time or Odd Job Services: i.e. Bird Management (netting, spikes, Eagle Eyes); Wildlife Control; Daily Scheduled Service Weekly Scheduled Service Every Other Week Service Monthly Service Quarterly Service Seasonal Services: i.e. Mosquito Surveillance/Control; Egg Addling

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>When a Member Agency sees a pest, they need service right away — 365 days a year. We'll respond verbally to requests within 2 hours and, if needed, have someone on site at the Member Agency facility within 24 hours — guaranteed.</p> <p>Should a Member Agency be fined by a regulatory agency due solely to pest infestation, Orkin will reimburse them for the amount of those fines that are paid.</p> <p>If a Member Agency has an issue with Orkin service, we will return at no cost until the issue is resolved.</p>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>When a Member Agency sees a pest, they need service right away — 365 days a year. We'll respond verbally to requests within 2 hours and, if needed, have someone on site at the Member Agency facility within 24 hours — guaranteed.</p> <p>Should a Member Agency be fined by a regulatory agency due solely to pest infestation, Orkin will reimburse them for the amount of those fines that are paid.</p> <p>If a Member Agency has an issue with Orkin service, we will return at no cost until the issue is resolved.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30 Days from Date of Invoice
52	Describe any leasing or financing options available for use by educational or governmental entities.	4 % Discount Paid Year in Advance Orkin allows the option of leasing of Insect Light Traps (ILTs – Fly Lights) based upon an individual Member request.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>A Member Agency has several methods by which to contact Orkin:</p> <ol style="list-style-type: none"> 1. Contact Deborah A Toth, Government Business Development Manager directly via phone 770-220-6165 or eMail dtoth@rollins.com; 2. Make a request for information by contacting Orkin's Customer Call Center via phone @ 866-376-0024, or eMail customercare@orkin.com who will forward to the Government BDM; 3. Contact the local Orkin Service Branch who will then contact the Government BDM to alert of the SWL Member inquiry. <p>If the inquiry is a new Member request, then the Government Dept. identifies the Service Branch to alert them of the opportunity. The Service Branch will assign a local Account Manager to contact the agency to set up date/time for site inspection(s) if allowed and then work with the Government BDM to provide a quote for service. Upon receipt of a Purchase Order or New Contract Award, the Government BDM and the Lead Government Support get the Member Agency uploaded to the Orkin system and schedule a date/time for initial services.</p> <p>The account is given a SWL/Government designation so the Reporting Department will have an accurate quarter end report of all Sourcewell business. The Member Agency is then provided Authorized Use Only access to Orkin InSite - Customer Web Portal to see service and other related info 24x7x365.</p> <p>If the inquiry is from an Orkin SWL Member customer then a non-emergency service request is responded to within 2 hours and dispatched to the appropriate Orkin Service Branch. Orkin will be back on property within 24 hours. For emergency service requests Orkin will respond verbally within 2 hours, dispatch to the appropriate Orkin Service Branch and be back on property within the time frame agreed upon with the Member Agency. (can be anywhere from 1 hour to 8 hours). Orkin's Customer Care Center then closes out the service requests for the service data to be then made available to the Member Agency.</p> <p>Orkin's National Account Reporting Department will pull the Sourcewell Quarterly Sales Reports (as they are currently doing) and send to the Government Business Development Manager. The Reporting Department also requests the funding fee check from Rollins' Accounts Payable Dept. to Sourcewell. The Government Business Development Manager sends the quarterly sales numbers to Orkin's Sourcewell Contract Administrator and Sourcewell Supplier Development Specialist.</p>
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Orkin accepts Government Purchase Cards and EFT Payments. There is no additional charge for utilizing either of these payment methods.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *

55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>See Orkin's Sourcewell Pricing Documents in Attachment File # 10A and 10B.</p> <p>All States Except California Pricing Orkin will provide a Firm Fixed Price Quote for Service based upon a Ceiling Hourly Rate of \$90.00/hour for General Pest Control and \$100.00/hour for Specialty Services in all states except California. Orkin's Proposed SWL \$90.00/hour pricing is discounted 25% from Orkin's Commercial Hourly Rate of \$120.00/hour. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal.</p> <p>California Pricing: Orkin will provide a Firm Fixed Price Quote for Service based upon a Ceiling Hourly Rate of \$112.50/hour for General Pest Control and \$125.00/hour for Specialty Services in California. Orkin's Proposed California SWL \$103.50/hour is 15% higher due to the higher cost of doing business in CA. Orkin's Commercial Rate in CA is \$138.00/hour. Firm Fixed Pricing for structures and facilities would be based upon an inspection and proposal. See Orkin's CA and ALL STATES exc CA Price Lists in File Attachments # 10A and # 10B.</p>	*						
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>All States Except California Pricing Orkin's Proposed SWL \$90.00/hour pricing is discounted 25% from Orkin's Commercial Hourly Rate of \$120.00/hour.</p> <p>California Pricing Orkin's Proposed California SWL \$103.50/hour pricing is 15% higher because of higher cost of doing business in CA. Orkin's Commercial Rate in CA is \$138.00/hour.</p>	*						
57	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcewell Volume Pricing Discount</p> <table border="0" data-bbox="781 871 1242 955"> <tr> <td>\$ Annual Cash Receipts</td> <td>Discount %*</td> </tr> <tr> <td>\$ 500,000.00</td> <td>1%</td> </tr> <tr> <td>\$1,000,000.00+</td> <td>2%</td> </tr> </table> <p>*Discounts are based on annual cash receipts as of January first and applied to all accounts that are current locations serviced on February first. All discounts are applied to the original rate. Service Contractor will provide an annual summary report of payment receipts by customer to Manager. Discounts are based on a (3) year national contract with Sourcewell.</p> <p>*Discounts are not rebates and are price reductions for customers per the above agreement.</p> <p>*Members or Member locations may only participate in one discount or group purchase program with Orkin at any given time.</p>	\$ Annual Cash Receipts	Discount %*	\$ 500,000.00	1%	\$1,000,000.00+	2%	*
\$ Annual Cash Receipts	Discount %*								
\$ 500,000.00	1%								
\$1,000,000.00+	2%								
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Orkin would supply a price for any sourced or related service defined as "open market". Orkin will always submit a cost proposal to a Sourcewell Member for their approval and will not begin any work /service until a signed agreement or Purchase Order is issued.	*						
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Unique acquisition costs that are not included as part of Orkin's submission would be items such as Lift Rentals, Hotel/Meal & Incremental charges for ancillary services such as bird management work; bat guano removal; work that would require additional costs to cure. Orkin would submit a separate proposal for these types of situations/services and obtain a signed agreement with Member Agency prior to beginning any work or service. These costs will always be presented prior to any work initiated.	*						
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Orkin's service costs are FOB Delivered.	*						
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Because of Orkin's national footprint and service locations in all 50 United States, Orkin ships products and equipment to all the service branch locations on a regular basis.	*						

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Orkin maintains a supply of all standard equipment (rodent stations, inside mechanical devices, monitoring glue boards, pheromone traps and Insect Light Traps at each service branch therefore ensuring timely delivery of services upon notice of contract award. Should the Sourcewell Member location need a large supply of a certain type of equipment or a specific piece of equipment not identified on Orkin's price list; Orkin will notify the Member Agency of any possible delay and expected delivery date and /or additional costs.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Under Orkin's GSA Schedule Contract, we are required to provide federal agencies with "best nation pricing". Under a Sourcewell Contract, Orkin is providing state, municipal, education (K-University) and non-profits we provide "best state" pricing. Orkin will provide two (2) separate price lists. 1. California Only 2. All other States Please refer to Orkin's Attachment File # 10A California Pricing and #10B All Other States Pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Orkin's Government Department is tasked with reviewing Orkin's Sourcewell Account Manager's proposals before they are sent to any Member Agency to ensure price compliance.</p> <p>Upon notification of contract award, the documents are sent to the Government Department for upload into Orkin's system.</p> <p>The Government Dept. verifies contract information and uploads the Member Agency. There are several internal checks and balances that the upload contains to ensure that Orkin:</p> <ol style="list-style-type: none"> 1. Category Code used: GOVT 2. Proper naming convention is used: SWL/Member Agency 3. Purchase Order/Contract information and Period of Performance is entered for each 4. 2% CVA fee 5. Tax Exempt (varies by state) <p>Daily Audit Reports are run to verify that entered information is correct and dollars match contract</p> <p>Monthly Sales Reports are run for all National Account Business Development Managers and Field Sales Reports are run to review and spot check for internal audit purposes.</p> <p>Customer Names/Identifiers eMail Addresses (containing but not limited to: .org; .state.us; edu Tax Exempt</p> <p>Quarterly Sales Reports are run by the Reporting Supervisor and sent to Government Business Development Manager who forwards to Jim Benson, Sourcewell Supplier Development Administrator and Lindsay Meech, Supplier Development Specialist.</p> <p>The Reporting Supervisor requests the Quarterly Fee Payment check from Accounts Payable and sends to Sourcewell.</p>
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Orkin is a sales organization that tracks monthly, quarterly and annual sales numbers for all sales personnel company-wide. Sales numbers are used to monitor and track performance.</p> <p>The Government Department is provided sales numbers by Customer and Category Code so we know whether we are reaching our goals. Sourcewell has allowed Orkin the autonomy to set our sales goal.</p> <p>Success is annual double digit increases. Single digit increases is meeting expectation.</p>
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Orkin adds a 2% internal fee to each Sourcewell Contract entered which is paid by the service branch. The dollars are captured and Orkin uses that fund to pay the Sourcewell Quarterly Fee.</p> <p>No fees are ever passed on to the Member Agency.</p>

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

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As the largest and most experienced pest management services company in North America, Orkin provides services that include, but are not limited to: General Pest Control, Bed Bug Services, Bird Management, Termite Eradication, and Wildlife Control. Orkin delivers solutions to federal and state agencies, education (K-University) healthcare and hospitality facilities, military installations, transportation agencies and food service organizations worldwide. See Attachment File # 9 Orkin's SWL Pest Coverage document.
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Disinfection Vital Clean Service</p> <ul style="list-style-type: none"> • The Orkin® VitalClean™ service uses an EPA-registered disinfectant labeled for use against a wide variety of pathogens, including other known coronaviruses (feline coronavirus and canine coronavirus), and it is on EPA's "List N" of products that meet their criteria for use against SARS-CoV-2, the coronavirus that causes COVID-19. • When applied at full strength in accordance with the product label, this powerful disinfectant will kill 100% of bacteria and viruses on hard, non-porous surfaces and will also sanitize soft, porous surfaces. • The product we use is eco-friendly and practically non-toxic as well. <ul style="list-style-type: none"> > It is rated by EPA as Toxicity Category IV, their lowest toxicity rating, defined as "practically non-toxic and not an irritant." > It contains no ozone-harming volatile organic compounds (VOCs), and is mild on skin, hard surfaces and fabrics. > For foodservice facilities, it is rated "no rinse required on food contact surfaces" category D2 by NSF International, meaning it is approved for use in commercial or residential kitchens to control bacteria, viruses and mold without the need to wash/rinse the area with water after it is applied. <p>Exclusion Services</p> <p>Orkin's Exclusion Services provide comprehensive coverage of your facility from the ground up – and everything in between – to help form a barrier against pests.</p> <ul style="list-style-type: none"> > Door Sweeps: help limit gaps around your doors and prevent pests from sneaking in undetected. > Air Curtains: Installing air curtains to create positive airflow will help keep flying pests out of your property. > Weather-Resistant Sealants: Seal cracks and crevices with weather-resistant caulking to close up any entry points that a pest may find. <p>Floor and Drain Cleaning</p> <p>Using naturally occurring bacteria and enzymes that safely dissolve greasy buildup in pipes, cracks, and crevices, Orkin Actizyme® Floor and Drain Cleaner's "deep clean" is scientifically formulated to help control odors and remove drain grime.</p>

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
69	Services, treatments, or applications for the purpose of managing, controlling, mitigating, eradicating, or repelling pests	<input checked="" type="radio"/> Yes <input type="radio"/> No	Orkin provides services that include, but are not limited to: General Pest Control, Bat Remediation, Bed Bug Canine Inspections & Treatment Services, Bird Management, Mosquito Surveillance/Services, Termite Eradication, Tick Treatments, VitalClean Disinfection Services and Wildlife Control. Orkin delivers solutions to federal and state agencies, healthcare and hospitality facilities, military installations, transportation agencies and food service organizations. *
70	Equipment, devices, products, and supplies related to the delivery of the pest management services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Orkin may propose equipment to be used in the pest control services as needed per initial and on-going inspections and pest pressures.</p> <p>Equipment to be Recommended may include but not be limited to the following:</p> <ol style="list-style-type: none"> 1. Tamper Resistant Exterior Rodent Stations 2. Interior Rodent Mechanical Devices 3. Monitoring Glue Boards 4. Mouse & Rat Snap Traps 5. Insect Light Traps 5A. Bulb Replacement 6. Door Sweeps 7. Wildlife Traps 8. Foaming Drains <p>Products that can be used by facility cleaning staff</p> <ol style="list-style-type: none"> 9. Actizyme Microbial Product 10. VitalOxide Disinfection Product
71	Services related to pest management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Local Service Branches Can Offer Training to Member Agency Staff / End Users</p> <ol style="list-style-type: none"> 1. Pest Identification 2. Best Sanitation Practices 3. Pest Harborage Identification 4. How to Set Up Food Storage/Stock areas <p>Quality Inspection Assistance to Member Agency in preparation for Third Party Audit</p> <p>Orkin InSite Customer Web Portal - view service information electronically and pull 20 standard reports</p> <p>For additional fees, Orkin can provide advanced reporting specific to Member Agency requirements.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
72	Describe your technician training and certification practices or policies.	<p>Technician Training Orkin's Commercial Training Program makes The Orkin Man™ one of the most thoroughly trained pest specialists in the industry, with 160 hours of intensive hands-on instruction in the first year.</p> <p>At Orkin, we have invested millions to develop award-winning training programs that extend well beyond the classroom. Each Orkin commercial pest specialist is trained in Orkin's Commercial Training & Certification Program. Our technicians go through five levels of certification to become a master certified field technician and the best at what they do.</p> <p>Orkin's University and Training Center Orkin commercial pest specialists benefit from the Orkin Learning Center in Atlanta, which provides a complete training experience with the latest technologies and settings. Orkin's Commercial pest specialists face "real life" pest control scenarios in a 13,000-square-foot space that includes model rooms in restaurants, hospitals, hotels, and commercial kitchens. These areas allow technicians hands-on experience and help our professionals understand the unique challenges of office establishments. Cut-away walls and examples of common building techniques provide commercial and residential technician trainees with first-hand knowledge of what to expect when servicing customers across the country.</p> <p>Orkin TV - Web-Based Training Our interactive television communications network and digital media studio creates a live virtual "classroom" for our nearly 10,000 employees. This allows for in-depth training in real time at more than 500 locations across the country, so all of our technicians receive specialized training no matter where they are located.</p> <p>The Rollins Global Learning Network uses web-based platforms where technicians have access to real-time and on-demand training through desktops, televisions, and mobile devices.</p>
73	Describe the safeguards implemented with your products or services for the protection of people and property.	See Orkin Attachment File # 5 Orkin Green Pest Solution Training_LEED
74	Identify humane treatment or relocation practices that apply to your products or services to address protected species and other animals.	See Orkin Attachment File # 11 Nuisance Wildlife Training_Confidential

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Files 1._1A. 2020 Rollins Annual Report_1A. 2021 InsuranceProof.zip - Wednesday April 28, 2021 11:58:28
- [Marketing Plan/Samples](#) - Files 2._3._7._8 Orkin SWLSales2016_2021_Org Charts_InSite_Marketing.zip - Wednesday April 28, 2021 11:58:45
- [WMBE/MBE/SBE or Related Certificates](#) - 4. Orkin ISO9001_2015 Certificate.pdf - Tuesday April 27, 2021 22:29:06
- [Warranty Information](#) - Files 5._6._11. Orkin Green Initiatives_6. Sustainable_11. Nuisance Wildlife.zip - Wednesday April 28, 2021 11:59:00
- [Pricing](#) - Files 9._9A._10._10A. Orkin 2021 SWL Pricing_Pest Coveage.zip - Wednesday April 28, 2021 11:59:15
- [Upload Additional Document](#) - Files 12._12A._12B._12C. Orkin SWLContact Except_Termite_BedBug Agreements.zip - Wednesday April 28, 2021 12:16:58

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Deborah A Toth, Government Business Development Manager , Orkin, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Pest_Management_RFP_042821 Wed April 21 2021 05:06 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Pest_Management_RFP_042821 Wed April 7 2021 06:28 PM	<input checked="" type="checkbox"/>	1

Performance Evaluation Details

ID	E2
Project	Pest Control Services
Project Number	RFP#042821-ORK
Supplier	Orkin LLC
Supplier Project Contact	Louis Beard (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2024 to 06/30/2024
Effective Date	08/08/2024
Evaluation Type	Formal
Interview Date	08/08/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/08/2024 04:20 PM EDT
Completion Date	08/08/2024 04:20 PM EDT
Evaluation Score	82

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
Orkin exterminators and other staff are responsible and capable. They have met expectations and needs.

TIMELINESS OF PERFORMANCE

17/20

Rating
Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.
Comments
Orkin is able to perform work orders in a timely fashion.

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Comments
Orkin's staff is available by phone or email during normal business hours, and typically response to request on same day or within 24 hours.

CUSTOMER SATISFACTION

14/20

Rating
Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.
Comments
Orkin invoices are timely and accurate.

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.
Comments
Orkins honor contract prices and doesn't overcharge for emergency services.

GENERAL COMMENTS

Comments
Orkin provides excellent supervision of staff who are conducting the work in County buildings and facilities. Their reports and personnel are accessible as needed. They maintain good business relation and meet county pest needs in timely manner.



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3776

Cooperative Contract Number and Title: 042821-ORK, Pest Control Services Countywide

Estimated Contract Spend: \$150,000.00

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

Public Cooperative Entity (Ex: NASPO)
List cooperative entity: Sourcewell

State of Georgia Statewide Contracts
(Department of Administrative Services)

Federal Government (Ex: GSA contract)

Other Governmental Entity
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Leveraging benefits of volume purchasing
 - b. Volume discounts
 - c. Service delivery requirement advantages
 - d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

meets the requirements does not meet the requirements

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

(CAPA/APA) Purchasing Agent Mark Hawks Date 10-2-24

Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0611

Meeting Date: 10/16/2024

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

Request approval of an Ordinance amending Part 1, Subpart B, ~~Chapter 102—Administration,~~
Chapter 101- General Provisions and County Governing Authority Article I, Sec. 101-68 - Decorum,
of the Code of Laws of Fulton County, Georgia Relating to Rules of Decorum Governing Meetings of
the Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 9/18/24 ON 10/2/24)**

Proposed Amendments to Rules of Decorum F.C.C. Sec. 101-68

Sec. 101-68. - Decorum.

(a) *Rules of Decorum*

- (1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.
- (2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.
- (3) All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that disrespectful behavior damages the perception of the county.
- (4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.
- (5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.
- (6) Commissioners seeking information from staff shall do so within the confines of proper decorum.
- (7) A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.
- (8) Any commissioner shall have the right to express dissent from or protest against any resolution or action of the board and have the reason entered into the minutes.
- (9) No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

(1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.

(2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) Enforcement.

(1) The chair shall enforce the rules of decorum.

(2) Violation by a commissioner during a Board of Commissioners Meeting

a. If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.

b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.

d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by all of the board members present;
2. The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;
3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and
4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;
2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) Violation by a staff member during a board of commissioners meeting

a. If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The issue raised by the point of order is considered by the entire board;

2. The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) *Penalties.*

(1) For each violation of this section, the violator may be subject to the following penalties:

a. *Administrative sanction.*

1. For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed \$500.00.
2. For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed \$1,000.00.
3. For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed \$2,000.00.
4. A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection (d)(1a.1).
5. The Finance Department shall deduct the monetary value of the administrative sanction from the violator's paycheck for the next pay period occurring after the imposition of the sanction.

b. *Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

c. *Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

(2) The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

(3) The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

(4) For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)~~(1)(a):

- a. Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;
- b. Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;
- c. Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;
- d. Conduct that would tend to incite violence;
- e. Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or
- f. Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

(a) — *General expectations.*

(1) — Sec. 101-68. - Decorum.

(a) Rules of Decorum

(1) All commissioners and all staff members shall dress in professional business attire when participating during board of commissioners meetings.

(2) Cellular phone conversations are prohibited in the auditorium while a Board of Commissioners meeting is in open session.

(3) All commissioners and all staff members shall treat each other and the public in a dignified, courteous and respectful manner; value all opinions; be tolerant of others and; recognize that disrespectful/inappropriate behavior damages the perception of the county.

(4) All commissioners shall use decorous language in addressing fellow commissioners and staff, including addressing staff by official titles, and shall make no personal attack or personally derogatory remark to or about any commissioner or staff member.

(5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.

(6) (2) — Commissioners seeking information from staff shall do so within the confines of proper decorum.

(7) (3) — A commissioner shall not speak during a meeting until recognized by the chair and likewise shall not interrupt another commissioner's remarks. All comments made by a commissioner during a meeting shall directly address the motion or item being discussed.

(8) (4) — Any commissioner shall have the right to express dissent from or protest against any resolution or action of the board and have the reason entered into the minutes.

(9) (5) — No commissioner shall make or cause to be made any defamatory statement about another commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

(10) No commissioner shall engage in behavior, or take private action that knowingly violates their oath of office, negatively impacts the public trust of Fulton County Government, or compromises the reputation of the board of commissioners, including criminal acts and acts of moral turpitude. A violation of this sub-section is deemed established by a court order or judgment in a judicial or quasi-judicial proceeding finding facts that would constitute a violation, or by a commissioner's admission on the record in such a proceeding, or by a commissioner's written or recorded public admission of such facts.

(b) Conflicts of Interest

(1) Commissioners shall announce potential conflicts of interest before a vote on proposed board action is taken.

(2) Commissioners shall comply with the conflicts of interest policy and all applicable laws and code of ethics codified in sections 2-66 through 2-79.

(c) ~~(b)~~—Enforcement.

(1) ~~(+)~~—The chair shall enforce the rules of decorum.

(2) ~~(2)~~—Violation by a commissioner during a Board of Commissioners Meeting.

a. ~~a.~~—If a commissioner believes another member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner need not second that point of order before the issue can be considered.

b. ~~b.~~—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. ~~e.~~—In the event the chair is the board member alleged to have violated a particular rule of decorum, the duties assigned to the chair in this subsection shall be performed by the vice-chair.

d. If the point of order is decided by majority vote of the entire board and a violation is found, the Clerk to the Commission will automatically place the matter on the agenda for the next regularly scheduled meeting of the Board of Commissioners so that the Commissioner found or alleged to be in violation will have an

opportunity to be heard before the Board considers and votes on the imposition of penalties under subsection (d) of this Code.

e. —The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. 1.—The issue raised by the point of order is considered by all of the ~~entire~~ board members present;

2. 2.—The commissioner found or alleged to have committed the violation is provided written or oral notice of the alleged violation, which requirement is satisfied by the publication of a meeting agenda prior to a Board of Commissioners meeting at which the commissioner found or alleged to be in violation will have the opportunity to be heard;

3. 3.—The commissioner alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(3) Violation by a commissioner outside of a board of commissioners meeting

a. If a commissioner believes another member has violated subsection (a)(10) of this Code, he or she, may introduce a resolution naming the commissioner alleged to have committed a violation and describing the actions alleged to have violated specific rules of decorum and the penalties sought provided in subsection (d) of this section to be imposed upon the offending commissioner.

b. The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. The resolution is limited to discussion only during meeting in which it is introduced;

2. The commissioner alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. The commissioner alleged to have committed the violation is provided an opportunity to be heard by other members of the board in defense of the charge; and

4. Five members of the board affirmatively vote to (i) approve the resolution; and (ii) impose the penalty sought within the censure resolution.

(4) (3)—Violation by a staff member during a board of commissioners meeting-

a. a.—If a commissioner believes a staff member has violated a particular rule of decorum, he or she, upon recognition by the chair, may raise a point of order. Another commissioner must second that point of order before the issue can be considered.

b. b.—Upon the raising of the point of order, the chair may rule on the issue or may allow the entire board to decide the issue by a majority vote.

c. e.—The penalties provided in subsection (d) of this section may be imposed only where the following conditions are met:

1. +.—The issue raised by the point of order is considered by the entire board;

2. 2.—The staff member alleged to have committed the violation is provided written or oral notice of the alleged violation;

3. 3.—The staff member alleged to have committed the violation is provided an opportunity to be heard by the other members of the board in defense of the charge; and

4. 4.—Five members of the board affirmatively vote to (i) find the violation occurred; and (ii) impose the penalty.

(d) (e)—Penalties.

(1) (+)—For each violation of this section, the violator may be subject to the following penalties:

a. a.—*Administrative sanction.*

~~1. 1.~~—For a first violation by the violator of this section, the board may impose upon the violator an administrative sanction in an amount not to exceed ~~\$500~~250.00.

~~2. 2.~~—For a second violation by the violator of this section that occurs within 12 months after a first violation by him or her, the board may impose upon the violator an administrative sanction in an amount not to exceed ~~\$1,000~~500.00.

~~3. 3.~~—For a third (or subsequent) violation by the violator of this section that occurs within 12 months after the first violation by him or her, the board may impose upon the violator an administrative fine in an amount not to exceed ~~\$21,000~~1,000.00.

~~4. 4.~~—A second violation of this section by a violator that occurs more than 12 months after a prior violation by him or her shall be treated as a first violation under subsection ~~(d)(1 a. e)~~(1. a. 1.

~~5. The Finance Department shall deduct the monetary value~~
~~Within 20 days of the administrative imposition of any sanction~~
~~from imposed under this subsection, the violator shall deposit into the~~
~~violator's paycheck for general fund of Fulton County monies equaling~~
~~the next pay period occurring after the imposition of the entire~~
~~amount of that sanction.~~

~~b. b.~~—*Public reprimand.* The board may publicly reprimand the violator for the offending conduct, which may be an official censure/reprimand expressing the board's displeasure with the offending conduct. In the event the violator is a member of the board, such censure/reprimand shall not have any legal effect on that member's ability to continue to serve as a member of the board.

~~c. c.~~—*Denial of future legal defense.* In the case of a violation for making or causing a defamatory statement to be made about another commissioner, in addition to the sanctions herein, the board may also subject the violator to preemptive denial of all requests for legal representation in any civil or administrative proceeding against him or her individually arising out of the defamatory statement made.

~~(2) (2)~~—The penalties provided in this subsection are not mutually exclusive. The board, in its discretion, may impose any combination of the penalties for a violation of this section.

~~(3)~~ ~~(3)~~—The penalties stated in this subsection are in addition to (and do not replace, limit or otherwise alter) any other lawful power provided to the commission under Georgia law, the Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

~~(4)~~ ~~(4)~~—For purposes of this section, any of the following actions by a commissioner or a staff member supports a decision that said person violated provisions of subsection ~~(e)~~~~(1)~~~~(a)~~;

a. ~~a.~~—Conduct that a reasonable person would find to be hostile, offensive, intimidating humiliating or threatening and is unrelated to a governance or public policy issue presently before the board;

b. ~~b.~~—Conduct that constitutes unlawful harassment or discrimination in violation of state or federal law or this Code;

c. ~~e.~~—Conduct that references sexual acts, bodily functions or demeans groups of people due to their religious beliefs or race; that is inherently inappropriate for a formal proceeding before the board; and that a reasonable person would find is vulgar, profane or obscene;

d. ~~d.~~—Conduct that would tend to incite violence;

e. ~~e.~~—Conduct that falsely disparages the character or reputation of another commissioner or a county employee; or

f.—Any other conduct undertaken for the purpose of disrupting or undermining the order of any meeting or formal proceeding before the commission.

~~(93-RC 701, Rule 8, 1-5-94; Ord. No. 21-0582, 9-1-21; Ord. No. 22-0329, 5-4-22)~~

1 AN ORDINANCE TO REPEAL AND REPLACE PART I, SUBPART B, CHAPTER 101
2 (GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II
3 (COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND
4 PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF
5 ORDINANCES, TO ADD ADDITIONAL RULES OF DECORUM; TO INCREASE
6 PENALTIES FOR VIOLATION OF THE RULES OF DECORUM; TO PROVIDE A
7 MECHANISM FOR PAYMENT OF ADMINISTRATIVE SANCTIONS; AND FOR OTHER
8 PURPOSES.
9

10 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
11 “County”) is the Fulton County Board of Commissioners (the “Board”); and

12 **WHEREAS**, the Board has authority, pursuant to the Constitution of the State of
13 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
14 regulations relating to the County’s affairs for which no provision has been made by
15 general law and which is not inconsistent with the Constitution or any local law applicable
16 thereto; and

17 **WHEREAS**, in conformity with the provisions of the Open Meetings Act, O.C.G.A.
18 § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order and
19 Procedure (the “Rules”) at its Regular Meeting on January 5, 1994, with said regulations
20 being codified in Chapter 101 (General Provisions and County Governing Authority),
21 Article II (County Governing Authority), Division 2 (Rules of Order and Procedure) of the
22 Fulton County Code of Ordinances (“F.C.C.”) as Section 101-61 *et seq.*; and

23 **WHEREAS**, on May 4, 2022, via Agenda Item 22-0329, the Board last modified its
24 Rules, specifically the text of F.C.C. Sec. 101-68 (Decorum), to add an express prohibition
25 against defamatory statements and to authorize the imposition of a penalty for violation
26 of said provision; and

27 **WHEREAS**, the Board seeks to encourage an environment of respect,
28 professionalism and civility through its conduct and to provide a positive representation

29 of the County, its officials and employees to its citizens and the public at large both during
30 its Board meetings and outside of official Board meetings; and

31 **WHEREAS**, the Board finds that certain conduct, including having cellular phone
32 conversations in the auditorium where its meetings are conducted during open session,
33 impedes the Board's ability to conduct its meetings professionally, respectfully and
34 efficiently; and

35 **WHEREAS**, the Board continues to recognize the need for clear and enforceable
36 guidelines dictating what is appropriate conduct by each member of the Board of
37 Commissioners during official meetings, as well as the need to enforce the penalties
38 imposed for engaging in prohibited conduct; and

39 **WHEREAS**, the Board desires to repeal and replace F.C.C. Sec. 101-68
40 (Decorum) to specify additional conduct that it deems disruptive and inappropriate for its
41 members and to discourage such conduct by increasing the penalties currently imposed
42 for violation of the Board's decorum guidelines; and

43 **WHEREAS**, F.C.C. Sec. 101-68 (Decorum), as currently amended, does not
44 specify the mechanism for payment of administrative sanctions; and

45 **WHEREAS**, the Board seeks to encourage continued compliance with F.C.C. Sec.
46 101-68, and to ensure enforcement of all its provisions, including timely payment of
47 administrative sanctions imposed; and

48 **WHEREAS**, the Board finds that it is in the best interest of its citizens to repeal
49 and replace F.C.C. Sec. 101-68 to provide that its Finance Department shall deduct
50 payment of administrative sanctions from the paycheck of the violator for operational
51 efficiency.

52 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
53 Commissioners hereby repeals Section 101-68 of the Fulton County Code of Ordinances
54 (Decorum) in its entirety, and replaces it with a new Section 101-68, attached as **Exhibit**
55 **A.**

56 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
57 passed and adopted, and that all ordinances and resolutions and parts of ordinances and
58 resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

59 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
60 Georgia this 18th day of September, 2024.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Robert L. Pitts, Chairman (At-Large)

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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0654

Meeting Date: 10/16/2024

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

Request approval of a Resolution to designate a resignation procedure for appointed members of the Boards, Commissions, Taskforces, Committees, Councils and authorities created under the authority of the Fulton County Board of Commissioners; and for other purposes. **(Pitts) (HELD ON 10/2/24)**

1 **A RESOLUTION TO DESIGNATE A RESIGNATION PROCEDURE FOR APPOINTED**
2 **MEMBERS OF THE BOARDS, COMMISSIONS, TASKFORCES, COMMITTEES,**
3 **COUNCILS AND AUTHORITIES CREATED UNDER THE AUTHORITY OF THE**
4 **FULTON COUNTY BOARD OF COMMISSIONERS; AND FOR OTHER PURPOSES.**
5

6 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia is the
7 Fulton County Board of Commissioners (“BOC”); and

8 **WHEREAS**, pursuant to the BOC’s home rule powers found at GA CONST Art. 9,
9 § 2, ¶ I(a), the BOC is authorized to create boards, commissions, taskforces, committees,
10 councils, and authorities; and

11 **WHEREAS**, a resignation procedure for members appointed by the BOC
12 (“appointed members”) is not provided in the enabling legislation of all said boards,
13 commissions, taskforces, committees, councils, and authorities; and

14 **WHEREAS**, the BOC desires to provide a resignation procedure for its appointees
15 to said boards, commissions, taskforces, committees, councils, and authorities; and

16 **WHEREAS**, under section (a) of the BOC’s home rule powers, the BOC has
17 authority to adopt reasonable ordinances, resolutions, or regulations relating to the
18 County’s affairs for which no provision has been made by general law and which are not
19 inconsistent with the Constitution or any local law applicable thereto.

20 **NOW, THEREFORE, BE IT RESOLVED**, that appointed members of the boards,
21 commissions, taskforces, committees, councils and authorities, created pursuant to the
22 Fulton County Board of Commissioners’ home rule powers found at GA CONST Art. 9, §
23 2, ¶ I(a), who are unable or do not wish to continue serving shall resign in writing via a
24 resignation letter that (1) indicates the effective date of the resignation, and (2) is
25 submitted to the Clerk to the Commission who shall promptly notify the Board of
26 Commissioners of the vacancy created by the resignation.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0655

Meeting Date: 10/16/2024

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

Request approval of a Resolution to ensure free accessibility to Fulton County records by County officials and employees as needed to fulfill their public duties and functions; and for other purposes.
(Thorne) (HELD ON 10/2/24)

1 **A RESOLUTION TO ENSURE FREE ACCESSIBILITY TO FULTON COUNTY**
2 **RECORDS BY COUNTY OFFICIALS AND EMPLOYEES AS NEEDED TO FULFILL**
3 **THEIR PUBLIC DUTIES AND FUNCTIONS; AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, Fulton County, Georgia, in the fulfillment of its governmental
6 functions, creates, maintains and possesses certain records; and

7 **WHEREAS**, the Georgia Open Records Act, O.C.G.A. Sec. 50-18-70 *et seq.*,
8 governs which government records are to be open for public inspection, copying and
9 production; and

10 **WHEREAS**, Personnel Policy 323-16 and Fulton County Policy 600-55 limit
11 County officials' and employees' access to Fulton County records to Open Records Act
12 requests when the request is for personal use and not requesting documents from one's
13 own personnel file; and

14 **WHEREAS**, County records should be freely accessible to County officials and
15 employees in the normal course of their job duties as needed for legitimate business
16 purposes and/or pursuant to directives from their supervisors without the need for an
17 Open Records Act request; and

18 **WHEREAS**, the Board of Commissioners finds that Fulton County records created
19 and maintained by Fulton County should be made freely accessible to its officials and
20 employees when the records are needed to perform their public duties and functions; and

21 **WHEREAS**, Fulton County has various boards, commissions, taskforces,
22 committees, councils and authorities to which the Board of Commissioners appoints
23 members; and

24 **WHEREAS**, these boards, commissions, taskforces, committees, councils and
25 authorities to which the Board of Commissioners makes appointments fulfill a vital role in
26 supporting and furthering the interests of Fulton County and its citizens; and

27 **WHEREAS**, the Board of Commissioners also recognizes that the access of these
28 boards, commissions, taskforces, committees, councils and authorities to which the
29 Board of Commissioners makes appointments to Fulton County records relevant to their
30 public duties is often necessary for these members to fulfill their public functions on behalf
31 of the citizens of Fulton County; and

32 **WHEREAS**, under section (a) its home rule powers found at GA CONST Art. 9, §

33 2, ¶ 1(a), the Board of Commissioners has authority to adopt reasonable ordinances,
34 resolutions, or regulations relating to the County's affairs for which no provision has been
35 made by general law and which are not inconsistent with the Constitution or any local law
36 applicable thereto.

37 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
38 clarifies that members of boards, commissions, taskforces, committees, councils and
39 authorities to which the Board of Commissioners makes appointments shall have access
40 to Fulton County records in the same manner as Fulton County officials and employees
41 as needed in the fulfillment of their public duties and functions.

42 **BE IT FURTHER RESOLVED**, that it is not the intent of this Resolution to remove
43 privileges or confidentiality applicable to any Fulton County records or to grant access to
44 such records by any Fulton County official, employee or member of a board, commission,
45 taskforce, committee, council and authority to which the Board of Commissioners makes
46 appointments, that they would not otherwise have due to such privilege or confidentiality.

47 **BE IT FURTHER RESOLVED**, that upon a Fulton County official's or employee's
48 receipt of a request for Fulton County records from a member of a board, commission,
49 taskforce, committee, council and authority to which the Board of Commissioners makes
50 appointments, and after a legal determination that the requested records are not
51 otherwise privileged nor confidential, the Fulton County official or employee must provide
52 the requested Fulton County records free of charge as quickly as practicable.

53 **BE IT FURTHER RESOLVED**, that this Resolution is solely to clarify the internal
54 access of Fulton County officials and employees—including members of boards,
55 commissions, taskforces, committees, councils and authorities to which the Board of
56 Commissioners makes appointments—whose access to County records is necessary to
57 the performance their public duties and functions and shall not be construed as
58 supplanting the requirements for private parties under the Georgia Open Records Act.

59 **BE IT FINALLY RESOLVED**, that all resolutions and parts of resolutions in conflict
60 with this Resolution are hereby repealed to the extent of the conflict.

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64 **SO PASSED AND ADOPTED**, this 2nd day of October, 2024.

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67 **BOARD OF COMMISSIONERS OF**
68 **FULTON COUNTY**

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Sponsored by:

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Bridget Thorne, Commissioner
District 1

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Attest:

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Tonya R. Grier
Clerk to the Commission

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Approved as to Form:

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Y. Soo Jo
County Attorney

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0689

Meeting Date: 10/16/2024

Department

External Affairs

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

Presentation: 2025 Legislative Agenda.

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

Provide feedback on proposed 2025 Legislative Agenda

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 2025 Legislative Agenda

Community Impact:

Department Recommendation: Approval

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 24-0689

Meeting Date: 10/16/2024

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a



**FULTON
COUNTY**

**Fulton County Board of Commissioners
October 16, 2024**

**2025 Proposed State
Legislative Agenda**

1

Resources for Superior Court Judges & Judicial Officers

Resources for State Court Judges

Equitable Review Periods in Tax Appeals

Online Publication of Legal Notices

Support for Legislative Proposals for Child Attorneys

Transportation Board Membership and Parity

State Funding for Behavioral Health Resources

Support for Detention Center Transfer

**Amendment to Fulton County Housing Authority Resident
Commissioner Requirements**

Clarification of Purchasing Powers for Constitutional Officers

Change Personal Property and Freeport Return Dates

Support for Medicaid Expansion



**FULTON
COUNTY**

2025 Proposed State Legislative Agenda

Judicial Resources: Superior Court

Fulton County seeks to increase resources within Superior Court to support efficient processing of a high volume of cases.

1. Fulton County seeks local legislation to authorize Superior Court judicial officers to handle non-serious felony and civil cases by assignment of the Chief Judge.
2. Fulton County also seeks additional judgeships within Superior Court to address the high volume of cases, including caseloads specific to Georgia's Capital County.

Judicial Resources: Additional State Court Judges

Fulton County seeks the allocation of two additional State Court judges, increasing the court from 10 to 12 judges.

This request is based on need assessment findings from a recent study conducted by the Council of State Court Judges which identified a need for additional resources to ensure efficient case processing.

Support for Equitable Review Periods in Tax Appeals

Fulton County supports amending the notice to property owners in appeals before the Boards of Equalization to allow for a fair and practical review period of 180 days total for tax assessors and the clerk's office, with an option to request an additional time up to 30 days, if needed.

Online Publication of Legal Notices

Fulton County joins other Georgia counties in seeking modernization of legal notices.

- Fulton County supports legislation that permits online publication for timely advertisement of legal notices on the legal organ's website.
- Taxpayer Bill of Rights: Proposed amendment for the online publication of millage rate advertisements.

Transportation Board Membership and Parity

Fulton County supports amendments to transportation board appointments that prioritize equitable representation, ensuring the county has a direct voice in transportation policy decisions related to access and efficacy.

- ATL Board: Establish permanent membership for Fulton County Government.
- MARTA Board: Achieve parity with signatory agencies to ensure equity.

Office of the Child Attorney

Fulton County supports legislative proposals for child attorneys which aim to create a more effective support structure for minors involved in dependency cases by aligning guardianship laws and mandating legal representation for minor parents.

- Alignment of Guardianship Laws: Fulton County seeks legislative changes to align the transfer from probate statutes with existing guardianship law and clarify the juvenile court's authority regarding the termination of temporary guardianships.
- Automatic Appointment of Attorneys: Mandate the automatic appointment of legal representation for minors in dependency cases, as this is currently left to the discretion of the minor parents.

Ongoing State Investment in Behavioral Health Beds

Fulton County seeks continued state investment in Behavioral Health beds, as outlined the Georgia DBHDD bed study released in 2023. This includes additional investments in Behavioral Health Crisis Centers, hospital care, and forensic beds for justice-involved persons.

Fulton County is currently collaborating with the Georgia Department of Behavioral Health and Developmental Disabilities on a design study for the North Fulton Crisis Center, utilizing awarded funds in the GA Fiscal Year 2025 budget.

Detention Center Transfer

The Senate Public Safety Fulton County Jail subcommittee issued preliminary recommendations, which include the recommended transfer of the Atlanta City Detention Center to Fulton County.

Fulton County has previously sought to purchase this facility, and supports the Special Committee's recommendation to help address overcrowding conditions at the Fulton County Jail.

Housing Authority of Fulton County

Fulton County requests an amendment to the requirements for resident commissioners of the Fulton County Housing Authority to ensure compliance with *O.C.G.A. § 8-3-50*.

- Current Requirement: Resident commissioners must live in unincorporated Fulton County.
- Proposed Change: Allow Fulton County residents who are beneficiaries of the Housing Authority and live in areas without current representation.

ITEM IS PENDING FURTHER DISCUSSION WITH COUNTY ATTORNEY

Clarification of Purchasing Powers: Constitutional Officers

Fulton County seeks clarification regarding the purchasing powers of constitutional officers and urges the Georgia General Assembly to require compliance with purchasing and procurement policies for constitutional officers.

Change Personal Property and Freeport Return Dates

Fulton County proposes changing the Personal Property and Freeport return dates from April 1 to March 1 annually to improve processing efficiency.

- Adjusting the timeline for these returns aims to create a more manageable and systematic process that benefits both assessors and taxpayers.

Medicaid Expansion

Fulton County supports Medicaid expansion, which would increase health access for our residents and would result in an annual savings of \$50 million for the Fulton County General Fund.

Fulton County Youth Commission

The Fulton County Youth Commission seeks to engage in the legislative process. Additional updates will be provided in coming weeks.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0613

Meeting Date: 10/16/2024

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

Discussion: Open Records Requests **(Thorne) (HELD ON 9/18/24 AND 10/2/24)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0614

Meeting Date: 10/16/2024

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

Discussion: Sheriff's Office Outstanding Invoices **(Pitts) (MOTION TO APPROVE FAILED ON 9/4/24 AND 10/2/24)**

A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to approve allocating \$2,255,042.94 to the Sheriff's Office.

Motion to Approve failed on 10/2/24

Reference item #24-0579:

A motion was made by Commissioner Arrington and seconded by Commissioner Hall, to allocate the \$2.137 million to the Sheriff's Office.

Motion to Approve Failed on 9/4/24

Item #24-0614

Outstanding Vendor Payments and Budget Request of the FCSO

September 18, 2024



Outstanding Vendor Payments and additional Budget Requests

Name of Entity	What is Outstanding?	Remaining after Pmt/Additional Budget Request
Strategic Security Corp	\$ 1,404,798.54	\$ -
LEO Tech	643,275.46	-
Allied (Building Security)	115,866.30	228,317.40
Axon	85,692.05	363,331.60
Amount Owed to Others for services provided	\$ 2,249,632.35	\$ 591,649.00
Other Expenses Not in the Sheriff's 2024 Budget		
Jail Counselors Previously Paid from Inmate Welfare Fund	\$ -	131,496.82
Emergency Food Service Provided to staff at all FCS jail facilities	111,553.71	-
Complete Contracting Partners, LLC- Cleaning Services at Boyd Elementary	9,723.18	-
Overtime- Projection	-	3,015,000.00
Amount of Other Expenses Not in Sheriff's 2024 Budget	\$ 121,276.89	\$ 3,146,496.82
Total Combined Owed and Other	\$ 2,370,909.24	\$ 3,738,145.82
Allied invoices paid by the Police Dept (confirmed 9/4/24)	\$ 115,866.30	
Outstanding balance after Police Payment	\$ 2,255,042.94	A
Funds available in Non Agency		
Funding set aside for Jail Double Overtime	\$ 2,137,496.00	B
Outstanding invoices for services rendered - Source from Inmate Services Unit	\$ 117,546.94	A-B



Recommendation

- Use funds set aside in non agency for jail double overtime to cover what is currently outstanding with vendors (pay from non agency)
- Source additional funds required to cover outstanding invoices for services rendered from then inmate services unit
- Strategic Security Corp has cancelled contract and no additional resources will be required
- Leo Tech has cancelled service and no additional resources will be required
- Sheriff to use funded vacancies to fill security specialist to staff towers
- All other costs to be considered in 2025 budget





QUESTIONS

